BOX # 2 DEEDS BY YEAR 1864 TO 1879

No. 1606

200 feet extra included in this lot by special arrangement with Commissioner Nathan Bancroft erroneously written – the lot is deeded to Ebenezer Bunbank

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Ebenezer Bunbank of Lawrence the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Bunbank and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered Thirteen hundred Six on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee the heirs and assigns at all seasonable times. The said lot of land containing Five hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Bunbank and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Bunbank and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Bunbank for the purposes above expressed; and that they will warrant and defend the same unto the said Bunbank and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty Seventh day of October in the year of our Lord one thousand eight hundred and Forty four

"THE DEAD SHALL BE RAISED" LOWELL CEMETERY 1841

Otis Ly Whipple President.

John P. Rogers Clerk.

Executed and delivered in presence of Jas Story

Wm Hamlin

No. 542

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Charles J. Searle of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Searle and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path number Two and numbered Five hundred forty two on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Searle and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Searle and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Searle for the purposes above expressed; and that they will warrant and defend the same unto the said Searle and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the third day of November in the year of our Lord one thousand eight hundred and Sixty four

Oliver M. Whipple President.

John F. Odgers Clerk.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of Frank Hovey

S. M. Stump

No. 1262

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Jabez Edwards of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Edwards and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path number Fifty six — and numbered Twelve hundred Sixty two on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Edwards and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Edwards and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Edwards — for the purposes above expressed; and that they will warrant and defend the same unto the said Edwards and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twelfth day of November in the year of our Lord one thousand eight hundred and Sixty four

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver Wm Whipple President.

Robert Rogers Clerk.

Executed and delivered in presence of W Whitney

Sa Stump

(Certificate)

No. 869.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by John Butrick of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Butrick and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path number Ten and numbered Eight hundred Sixty nine on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Butrick and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Butrick and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Butrick for the purposes above expressed; and that they will warrant and defend the same unto the said Butrick and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighteenth day of November in the year of our Lord one thousand eight hundred and Sixty four

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Ohio N. Phipps President.

John F. Hogan Clerk.

Executed and delivered in presence of Jas L Hong

No. 1152

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Henry Wilkins & William Wright of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Wilkins and Wright and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path number fifty two and numbered Fifteen hundred fifty two on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees their heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Wilkins and Wright, their heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantees their heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Wilkins & Wright their heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Wilkins & Wright for the purposes above expressed; and that they will warrant and defend the same unto the said Wilkins & Wright their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty first day of November in the year of our Lord one thousand eight hundred and sixty four

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver Mathews President.

John F Rogers Clerk.

Executed and delivered in presence of Jas S Story

Stamp

No. 1047

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Joshua Mather of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Mather and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered Ten hundred Seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee His heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Mather and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee His heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Mather and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Mather for the purposes above expressed; and that they will warrant and defend the same unto the said Mather and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty first day of November in the year of our Lord one thousand eight hundred and Sixty four

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Otis Phipps, President.

Samuel Rogers, Clerk.

Executed and delivered in presence of Jas J Hoey

Six Stamps

No. 1382

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by G W & E A Ransom of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Ransoms and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered Thirteen hundred Eighty two on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees their heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Ransoms and their heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & their heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Ransoms and their heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Ransoms for the purposes above expressed; and that they will warrant and defend the same unto the said Ransoms and their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty fifth day of November in the year of our Lord one thousand eight hundred and Sixty four

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M Whipple President.

John T Rogers Clerk.

Executed and delivered in presence of Jas S Storey

57 — Stamps

No. 1132

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Fifty Five dollars paid to them by Charles H Dalton of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Dalton and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path number Fifty Three and numbered Sixteen hundred Thirty Four on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Dalton and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Dalton and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Dalton for the purposes above expressed; and that they will warrant and defend the same unto the said Dalton and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty Eighth day of November in the year of our Lord one thousand eight hundred and Forty four

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Otis M Whipple, President.

John F Rogers, Clerk.

Executed and delivered in presence of Ira S Hove

Sa Stump

No. 1578

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Charles E Ricker of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Ricker and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered Sixteen hundred Seventy Eight on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Ricker and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Ricker and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Ricker — for the purposes above expressed; and that they will warrant and defend the same unto the said Ricker and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixteenth day of December in the year of our Lord one thousand eight hundred and Sixty four

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Elisha Huntington President.

Jabez F Forgey Clerk.

Executed and delivered in presence of Jos J Hovey

37c Stamp

No. 732

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Helen C Lamb of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Helen and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path number Seven and numbered Seven hundred thirty two on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee Her heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Helen and her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee Her heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Helen and her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Helen for the purposes above expressed; and that they will warrant and defend the same unto the said Helen and her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the thirty first day of December in the year of our Lord one thousand eight hundred and sixty four

Oliver Wm Whipple President.

John F Rogers Clerk.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of Jas S Storey

Fee Stamp

No. 200

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One hundred dollars paid to them by William C Livingston of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Livingston and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered Two hundred on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Six hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Livingston and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Livingston and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Livingston for the purposes above expressed; and that they will warrant and defend the same unto the said Livingston and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the thirty first day of December in the year of our Lord one thousand eight hundred and sixty four

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M Whipple President.

John F Hayes Clerk.

Executed and delivered in presence of Jas S Hay

50c Stamp

No. 744

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Dana Kimball of Lawrence the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Kimball and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 10 and numbered seven hundred and twenty four on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee, his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Kimball & his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not he used for any other purpose than as a place of hurial for the dead ; and no trees within the lot or border shall he cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shruhs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected hy the Corporation.

Fifth — That if the landmarks and houndaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise hetween claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time heing may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot herehy granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, hranches or otherwise, hecome detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall he holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Kimball and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Kimball for the purposes above expressed; and that they will warrant and defend the same unto the said Kimball & his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty seventh day of March in the year of our Lord one thousand eight hundred and sixty five

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver H. Wright, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

B. F. J. Gurney

Stamp.

No. 1503

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Benjamin L. Willoughby of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Willoughby and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered fifteen hundred and three on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Willoughby and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Willoughby and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Willoughby for the purposes above expressed; and that they will warrant and defend the same unto the said Willoughby and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixth day of April in the year of our Lord one thousand eight hundred and sixty five.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of B. F. T. Pierce

Hamp

Printed by J. J. Judkins,
87 Merrimack Street.

Warranty Deed.

Know all Men by these Presents, That

I, Oliver M. Whipple, of Lowell in the County of Middlesex and Commonwealth of Massachusetts

In consideration of Five hundred nineteen 78/100 Dollars to me

paid by Josiah Gates of said Lowell

the receipt whereof is hereby acknowledged, do hereby give, grant, sell and convey, unto the

said Gates a certain Parcel of land situate in ~~Tewksbury~~ Lowell in said County, thus described, viz: Beginning at the Northwesterly corner thereof at the corner of the wall and at land recently conveyed by me to said Gates, thence along the wall on the Northerly side of a pass way N. 86¾° E. about three hundred and thirty six feet; thence on the wall N. 67° E. about thirty one feet; thence N. 9° W. on the wall and on land sold to said Gates abovesaid about four hundred and thirty three feet; thence N. 84° W. still on the wall on my land about one hundred thirty seven feet; thence on the wall and along my land S. 17½° W. about four hundred twenty four 8/12 feet; thence still on the wall and my land S. 16¾° W. about seventy feet to the point of beginning. Containing two acres and 2609/ square feet, more or less.

To Have and to Hold the above granted Premises, to the said Gates, his

Heirs and Assigns, to his & their use

and behoof forever.

And I the said Oliver M. Whipple

for my self, my Heirs, Executors, and Administrators, do covenant with the said Gates, his Heirs and Assigns, that I am lawfully seized in fee of the afore-granted Premises; that they are free from all encumbrances;

that I have good right to sell and convey the same to the said Gates and that I will, and my Heirs, Executors, and Administrators shall WARRANT AND DEFEND the same to the said Gates his Heirs and Assigns forever, as against the lawful claims and demands of all persons.

In Witness Whereof, we the said Oliver M. Whipple, and Sarah R. his wife, in token of her release of all claim of dower in the premises and in release of all homestead exemption have hereunto set our hands and seals this thirtieth day of June in the year of our Lord eighteen hundred and fifty seven.

Executed and Delivered in Presence of us:

L. J. P. Whipple

Susan E. Hutchinson

Oliver M. Whipple

Sarah R. Whipple

Commonwealth of Massachusetts.

Middlesex, ss. July 14th 1857 Then personally appeared the above named Oliver M. Whipple and acknowledged the above named instrument to be his free act and deed.

Before me, E. F. Sherman *Justice of the Peace.*

Recorded at Lowell, July 18, 1857, with Middlesex Deeds ------ North District ----- Book 11 Page 31

A. B. Wright Register.

Whipple to Gates.

July 18. 9 am Pico

No. 133 7101

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventy dollars paid to them by Alfred H. Chase of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Chase and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called, Franklin Avenue and numbered One hundred and fifty five and Six on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee His heirs and assigns at all seasonable times. The said lot of land containing Six hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Chase and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Chase and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Chase for the purposes above expressed; and that they will warrant and defend the same unto the said Chase and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixth day of April in the year of our Lord one thousand eight hundred and Sixty five.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver H. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamps

No. 566

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Charles C. Billings of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Billings and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered Five hundred and Sixty Six on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Billings and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monnments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Billings and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Billings for the purposes above expressed; and that they will warrant and defend the same unto the said Billings and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twelfth day of April in the year of our Lord one thousand eight hundred and Sixty five.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 517

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Royal S. Mason of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Mason and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered Five hundred and sixty seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Mason and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Mason and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Mason for the purposes above expressed; and that they will warrant and defend the same unto the said Mason and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twelfth day of April in the year of our Lord one thousand eight hundred and sixty five.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver H. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman Jr.

Stamps

No. 1633

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Sixty five dollars paid to them by B. C. Batchelder of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Batchelder and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 53 and numbered Seventeen hundred & thirty three on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Batchelder & his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Batchelder & his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Batchelder for the purposes above expressed; and that they will warrant and defend the same unto the said Batchelder & his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twelfth day of April in the year of our Lord one thousand eight hundred and Sixty five

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

B. F. T. Penney

Stamp

No. 676

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Ann M. Bean of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Bean and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered six hundred and seventy six on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee Her heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Bean and her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Bean and her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Bean for the purposes above expressed; and that they will warrant and defend the same unto the said Bean and her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the fifth day of May in the year of our Lord one thousand eight hundred and sixty five.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 1505 1506

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventy dollars paid to them by Francis S. Perkins of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Perkins and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered fifteen hundred five and six on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing Six hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Perkins and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Perkins and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Perkins for the purposes above expressed; and that they will warrant and defend the same unto the said Perkins and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty second day of May in the year of our Lord one thousand eight hundred and Sixty five

THE LOWELL CEMETERY 1841 DEAD SHALL BE RAISED

Oliver M. Wupple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

No. 1504

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Charles E. Hallowell of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hallowell and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered fifteen hundred and four on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Hallowell & his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hallowell and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hallowell for the purposes above expressed; and that they will warrant and defend the same unto the said Hallowell and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the day of in the year of our Lord one thousand eight hundred and sixty five

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Stupp President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 1307

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Levi Edgell of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Edgell and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered fifteen hundred and seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee the heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Edgell and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Edgell and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Edgell for the purposes above expressed; and that they will warrant and defend the same unto the said Edgell and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty second day of May in the year of our Lord one thousand eight hundred and sixty five

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilmore Clerk.

Executed and delivered in presence of B. F. T. Penney

Stamp

No. 442

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by J. C. Hall of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hall and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered Four hundred & forty three on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Hall and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hall and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hall for the purposes above expressed; and that they will warrant and defend the same unto the said Hall and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty second day of May in the year of our Lord one thousand eight hundred and Sixty five.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple ..... President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamps

No. 188 & 189

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventy dollars paid to them by Thomas Talbot of Billerica the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Talbot and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered One hundred & eighty eight & nine on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing six hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Talbot and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Talbot and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Talbot for the purposes above expressed; and that they will warrant and defend the same unto the said Talbot & his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty fifth day of May in the year of our Lord one thousand eight hundred and Sixty five.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of L. L. Colby

Stamp

No. 1690

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Charles F. Goddard of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Goddard and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 64 and numbered fifteen hundred & ninety on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee His heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Goddard & his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Goddard and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Goddard for the purposes above expressed; and that they will warrant and defend the same unto the said Goddard and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the seventh day of June in the year of our Lord one thousand eight hundred and sixty five

Oliver M. Whipple President.

Alfred Gilman, Clerk.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Executed and delivered in presence of Alfred Gilman Jr.

Stamp

No. 1006

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Josiah Corner of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Corner and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered One thousand and six on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Corner and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Corner and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Corner for the purposes above expressed; and that they will warrant and defend the same unto the said Corner and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the thirteenth day of June in the year of our Lord one thousand eight hundred and sixty five.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver C. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of B. G. Thompson

Stamp

No. A Space

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by H. H. Barnes of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Barnes, and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the ~~way called~~ Corner of Oberlin & Howard Avenues and ~~numbered~~ called a Space on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee His heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Barnes & his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Barnes and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Barnes for the purposes above expressed; and that they will warrant and defend the same unto the said Barnes and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty eighth day of June in the year of our Lord one thousand eight hundred and sixty-five.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver H. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

No. A. Space.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of forty six and 67/100 dollars paid to them by H. H. Barnes of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Barnes and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the ~~way called~~ corner of Oberlin & Howard Avenues and ~~numbered~~ called a space on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing four hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Barnes and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Barnes and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Barnes for the purposes above expressed; and that they will warrant and defend the same unto the said Barnes and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty eighth day of June in the year of our Lord one thousand eight hundred and sixty five.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. A. Space

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Fifty dollars paid to them by Hiram Parker of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Parker and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, ~~situated on the way~~ called a Space in rear of Lot 268 ~~and numbered~~ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Parker and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Parker and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Parker for the purposes above expressed; and that they will warrant and defend the same unto the said Parker and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Ninth day of August in the year of our Lord one thousand eight hundred and Sixty five

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

O. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 187

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Thomas Talbot of Billerica the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Talbot and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered One hundred & eighty seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Talbot and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Talbot and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Talbot for the purposes above expressed; and that they will warrant and defend the same unto the said Talbot and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Ninth day of August in the year of our Lord one thousand eight hundred and Sixty five

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 1214

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Gilbert S. Williams of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Williams and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered One hundred & twenty four on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Williams and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Williams and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said for the purposes above expressed; and that they will warrant and defend the same unto the said heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the day of in the year of our Lord one thousand eight hundred and

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stump

No. 381

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of fifty two 50/100 dollars paid to them by Edwin Lawson of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Lawson and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered Five hundred & eighty one on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing four hundred & fifty superficial square feet.

To have and to hold the afore-granted premises unto the said Lawson and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Lawson and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Lawson for the purposes above expressed; and that they will warrant and defend the same unto the said Lawson and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixteenth day of August in the year of our Lord one thousand eight hundred and Sixty five.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 1592

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by True Wing of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Wing and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path forty nine and numbered Fifteen hundred & ninety two on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Wing and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Wing and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Wing for the purposes above expressed; and that they will warrant and defend the same unto the said Wing and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty first day of August in the year of our Lord one thousand eight hundred and

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of G. B. Thompson

Stamp.

No. 818

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by John C. McLennan of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said McLennan and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path 36 and numbered eight hundred Eighteen on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said McLennan his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said McLennan his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said McLennan for the purposes above expressed; and that they will warrant and defend the same unto the said McLennan his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourth day of September in the year of our Lord one thousand eight hundred and Sixty five.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

O. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamps

No. 827

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Jeremiah S. Folsom of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Folsom and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path 36 and numbered eight hundred & twenty seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Folsom & his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Folsom and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Folsom for the purposes above expressed; and that they will warrant and defend the same unto the said Folsom and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourth day of September in the year of our Lord one thousand eight hundred and Sixty five

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

C. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman jr.

Stamp

No. 123

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by John H. McAlvin of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said McAlvin and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered One hundred & twenty three on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee His heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said McAlvin and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said McAlvin and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said McAlvin for the purposes above expressed; and that they will warrant and defend the same unto the said McAlvin and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourth day of September in the year of our Lord one thousand eight hundred and sixty five.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

Space in rear of

No. 381

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Eleven 67/100 dollars paid to them by Mrs. Lucretia L. Keith of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Keith and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called a Space in rear of lot 381, Path No. 8 ~~and numbered~~ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee Her heirs and assigns at all seasonable times. The said lot of land containing One hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Keith and her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Keith and her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Keith for the purposes above expressed; and that they will warrant and defend the same unto the said Keith and her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourth day of September in the year of our Lord one thousand eight hundred and Sixty five.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Wm. M. Smith

Stamp.

No. 1597

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Augustus G. Prescott of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Prescott and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path Forty eight and numbered Fifteen hundred & ninety seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Prescott and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Prescott and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Prescott for the purposes above expressed; and that they will warrant and defend the same unto the said Prescott and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifteenth day of September in the year of our Lord one thousand eight hundred and sixty five.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

C. M. Wheeler President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 875

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Anson Bailey of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Bailey and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path Thirty Seven and numbered Eight hundred and twenty five on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Bailey and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Bailey and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Bailey for the purposes above expressed; and that they will warrant and defend the same unto the said Bailey and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty seventh day of September in the year of our Lord one thousand eight hundred and sixty five.

C. M. Whipple, President.

Alfred Gilman, Clerk.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of J. F. T. Fenner

Stamp

No. 99

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty four dollars paid to them by Charles F. Adams of Cambridge the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said C. Adams and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered twenty nine on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said C. Adams & his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said C. Adams & his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said C. Adams for the purposes above expressed; and that they will warrant and defend the same unto the said C. Adams & his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty third day of October in the year of our Lord one thousand eight hundred and sixty five.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

G. M. Murfee President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 100

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Henry W. Derby of Fitchburg the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Derby and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered One hundred on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Derby and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Derby and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Derby for the purposes above expressed; and that they will warrant and defend the same unto the said Derby and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the eighth day of November in the year of our Lord one thousand eight hundred and sixty five

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

Alfred Gilman, Jr.

Hamp.

No. 511

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Elias Burns of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Burns and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Latter No. Nine & Ten and numbered Five hundred & forty one on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee His heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Burns and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Burns and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Burns for the purposes above expressed; and that they will warrant and defend the same unto the said Burns and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the eighth day of November in the year of our Lord one thousand eight hundred and sixty five.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

No. 1321

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by C. S. Robinson of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Robinson and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered thirteen hundred & twenty four on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Robinson & his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Robinson and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Robinson for the purposes above expressed; and that they will warrant and defend the same unto the said Robinson and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twentieth day of November in the year of our Lord one thousand eight hundred and sixty five.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple, President.

Alfred Gilman Clerk.

Executed and delivered in presence of D. F. T. Fourney

Stump

No. 1214

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Andrew Liddell of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Liddell and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. Fifty and numbered Twelve hundred & fourteen on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Liddell and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Liddell and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Liddell for the purposes above expressed; and that they will warrant and defend the same unto the said Liddell and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifth day of December in the year of our Lord one thousand eight hundred and Sixty-five.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

Lot no 1397

One Lot. **LOWELL CEMETERY.** **10 Dollars.**

THIS CERTIFIES, That Henry Read has paid ten dollars for one lot in the Lowell Cemetery, to contain three hundred square feet. This certificate to be transferable by endorsement, and the holder thereof to receive upon its surrender to the Trustees of the Cemetery, so soon as they are prepared to give it, a deed of the lot which the payor hereof may be entitled to, according to the original subscription for lots.

Said deed to contain, in addition to the provisions in deeds of lots in Mount Auburn Cemetery so far as the same may be applicable to the present purpose, the further provisions, 1st, That no assessment of any description shall ever be laid upon said lot; and 2d, That the Trustees may deed to the city of Lowell such portion of the Cemetery, not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon, by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery. The city becoming proprietor of its portion on the same terms and conditions, except as to the price and quantity of land deeded, as the city of Salem became proprietor of its lots in the Salem Cemetery.

Lowell, October 1840.

Jas. G. Barney, *Treasurer.*

Receipt for one Lot in Lowell Cemetery

For ascertaining the Number of this Lot reference can be made to the Records of the Treasurer of the Cemetery. -- J. G. Carney, C.
to my Deed of same (when obtained)

June 10. 1865 H. Reed

Dec 9. 1865. Produced a Deed of Lot No 1399 which is given by Alfred Gilmore the present clerk, to which Deed reference can be had.

No. 1397

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of ten dollars paid to them by Henry Read of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Read and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered thirteen hundred & ninety seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee His heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Read and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Read & his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Read for the purposes above expressed; and that they will warrant and defend the same unto the said Read and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the ninth day of December in the year of our Lord one thousand eight hundred and sixty five.

Oliver M Whipple President.

Alfred Coburn Clerk.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of Mary Reade

Mr Tchipple President of the
Lowell Cemetery. Deed for
Lot No 1397 in Lowell Cemetery.
Dec 9. 1865

Copy of Deed to be signed Mayrick

No. 1397

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of dollars paid to them by Henry Read of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Read and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called and numbered on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said for the purposes above expressed; and that they will warrant and defend the same unto the said heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the day of in the year of our Lord one thousand eight hundred and

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

Stamp

Henry Read

No. 828

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Mrs. Abby C. Burbank of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Burbank and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path 36 and numbered eight hundred & twenty eight on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & her heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Burbank and her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Burbank and her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Burbank for the purposes above expressed; and that they will warrant and defend the same unto the said Burbank and her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty eighth day of Dec. in the year of our Lord one thousand eight hundred and sixty five.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

Stanley

Alfred Gilman Jr.

No. 819

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Mrs. Lydia Davis of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Davis and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 96 and numbered eight hundred & nineteen on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Davis and her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Davis and her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Davis for the purposes above expressed; and that they will warrant and defend the same unto the said Davis and her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the sixteenth day of January in the year of our Lord one thousand eight hundred and sixty six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

G. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Frank

A Space adjoining Lot No. 47, on Path No. Twenty Four, it being at the date of this Deed, enclosed with Lot

No. 47

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of forty three and 40/100 dollars paid to them by Oliver E. Cushing of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Cushing and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. Twenty Four and ~~numbered~~ called a Space adjoining Lot No. 47 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred & Seventy two & one ten of superficial square feet.

To have and to hold the afore-granted premises unto the said Cushing and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee and his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Cushing and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Cushing for the purposes above expressed; and that they will warrant and defend the same unto the said Cushing and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty fourth day of February in the year of our Lord one thousand eight hundred and sixty six

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver H. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamps

No. 1004

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by John M. Debey of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Debey and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered One thousand & four on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Debey and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Debey and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Debey for the purposes above expressed; and that they will warrant and defend the same unto the said Debey and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Ninth day of April in the year of our Lord one thousand eight hundred and Sixty six

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

O. M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

A Lot belonging to O. & N. Whipple

No. 764

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Calvin Sawtelle of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Sawtelle and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered Seven hundred & sixty-four on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Sawtelle & his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Sawtelle and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Sawtelle for the purposes above expressed; and that they will warrant and defend the same unto the said Sawtelle and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the ninth day of April in the year of our Lord one thousand eight hundred and sixty six

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver N. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 1527

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Mrs. Fanny Gussetter of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Gussetter and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered fifteen hundred & twenty seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & her heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Gussetter and her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & her heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Gussetter and her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Gussetter for the purposes above expressed; and that they will warrant and defend the same unto the said Gussetter and her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the fourteenth day of April in the year of our Lord one thousand eight hundred and sixty six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

No. 580

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Henry C. Howe of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Howe and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered Five hundred & eighty on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Howe and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Howe and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Howe for the purposes above expressed; and that they will warrant and defend the same unto the said Howe and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Seventeenth day of April in the year of our Lord one thousand eight hundred and Sixty Six

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman Jr.

Stamps.

No. 1572

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by William Dobbin of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Dobbin and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Lot 49 and numbered Fifteen hundred & Seventy five on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee this heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Dobbin and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee this heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Dobbin and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Dobbin for the purposes above expressed; and that they will warrant and defend the same unto the said Dobbin and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Seventeenth day of April in the year of our Lord one thousand eight hundred and Sixty Six.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman Jr.

Stamp

No. 847

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Eben Messerve of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Messerve and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Howard Avenue and numbered Eight hundred & ninety seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Messerve and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Messerve and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Messerve for the purposes above expressed; and that they will warrant and defend the same unto the said Messerve and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the seventeenth day of April in the year of our Lord one thousand eight hundred and sixty six.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of G. B. Thompson

Stamps.

No. 1651

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Mrs. Sarah K. Snow of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Snow and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. Fifty-Two and numbered Sixteen hundred & fifty one on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & her heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Snow and her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & her heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Snow and her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Snow for the purposes above expressed; and that they will warrant and defend the same unto the said Snow and her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Seventeenth day of April in the year of our Lord one thousand eight hundred and Sixty Six.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman Jr.

Stamp

No. 1581

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Stephen Cutter of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Cutter and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered Fifteen hundred & eighty one on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Cutter and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Cutter and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Cutter for the purposes above expressed; and that they will warrant and defend the same unto the said Cutter and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the thirteenth day of April in the year of our Lord one thousand eight hundred and sixty six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stump

Space adjoining Lot

No. 1587

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by George W. Walker of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Walker and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue adjoining lot and numbered Fifteen hundred & eighty seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Walker and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Walker and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Walker for the purposes above expressed; and that they will warrant and defend the same unto the said Walker and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the thirtieth day of April in the year of our Lord one thousand eight hundred and sixty six

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 157

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Eden B. Foster of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Foster and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 15 and numbered One hundred & fifty seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Foster and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Foster and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Foster for the purposes above expressed; and that they will warrant and defend the same unto the said Foster and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twelfth day of April in the year of our Lord one thousand eight hundred and

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver W. B. Peabody President.

Alfred Gilman Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stump

No. 102

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Leonard & Wm. S. Brown of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Browns and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered One hundred & twenty two on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees their heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Browns and their heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantees & their heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Browns and their heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Browns for the purposes above expressed; and that they will warrant and defend the same unto the said Browns and their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the eighteenth day of May in the year of our Lord one thousand eight hundred and Sixty six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp.

No. 835

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Mary J. Anderson of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Anderson and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path 37 and numbered Eight hundred & thirty five on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & her heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Anderson and her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & her heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Anderson and her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Anderson for the purposes above expressed; and that they will warrant and defend the same unto the said Anderson and her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the thirty first day of May in the year of our Lord one thousand eight hundred and Sixty six

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Tamp

No. 1582

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Ambrose Lawrence of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Lawrence and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Lotte 50 and numbered Fifteen hundred & eighty-two on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Lawrence and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Lawrence and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Lawrence for the purposes above expressed; and that they will warrant and defend the same unto the said Lawrence and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourth day of June in the year of our Lord one thousand eight hundred and Sixty Six

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of

No. 1465

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of ten dollars paid to them by Jeremiah B. Eaton of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Eaton and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path 44 and numbered Fourteen hundred & Sixty five on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Eaton and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Eaton and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Eaton for the purposes above expressed; and that they will warrant and defend the same unto the said Eaton and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourth day of June in the year of our Lord one thousand eight hundred and Sixty Six.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of

This is to replace an original Certificate.

No. 935

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by George W. Caleff of Boston the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Caleff and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered Nine hundred & thirty five on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Caleff and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by, the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Caleff and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Caleff for the purposes above expressed; and that they will warrant and defend the same unto the said Caleff and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Seventh day of June in the year of our Lord one thousand eight hundred and Sixty six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamps.

No. 94

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of five * dollars paid to them by Jeremiah B. Eaton of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Eaton and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered Ninety four on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Eaton and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Eaton and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Eaton for the purposes above expressed; and that they will warrant and defend the same unto the said Eaton and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eleventh day of June in the year of our Lord one thousand eight hundred and Sixty six

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Executed and delivered in presence of

* Given in exchange for Lot #1465.

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Forty Six & 66/100 dollars paid to them by Daniel G. Leavitt of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Leavitt and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called corner of Oberlin & Howard Avenues and numbered on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Four hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Leavitt and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Leavitt and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Leavitt for the purposes above expressed; and that they will warrant and defend the same unto the said Leavitt and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the fourteenth day of August in the year of our Lord one thousand eight hundred and Sixty Six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

C. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of W. M. Smith

Stamps.

No. 727

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Hanson W. Allen of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Allen and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 10 and numbered Seven hundred & twenty seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Allen and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Allen and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Allen for the purposes above expressed; and that they will warrant and defend the same unto the said Allen and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the fourteenth day of August in the year of our Lord one thousand eight hundred and Sixty Six

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp.

No. 934

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by John H. Coburn of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Coburn and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered Nine hundred & thirty four on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Coburn and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by, the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Coburn and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Coburn for the purposes above expressed; and that they will warrant and defend the same unto the said Coburn and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the fourteenth day of August in the year of our Lord one thousand eight hundred and Sixty Six

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 1124

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by W. P. Davis of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Davis and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered eleven hundred & twenty seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Davis and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Davis and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Davis for the purposes above expressed; and that they will warrant and defend the same unto the said Davis and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the fourteenth day of August in the year of our Lord one thousand eight hundred and sixty six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman Jr.

Stamp

No. 725

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Mrs. Esther L. Merriam of Southbury the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Merriam and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 10 and numbered Seven hundred Twenty five on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee Her heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Merriam and her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee Her heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Merriam and her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Merriam for the purposes above expressed; and that they will warrant and defend the same unto the said Merriam and her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty Second day of August in the year of our Lord one thousand eight hundred and Sixty Six.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Alex. H. Rhodes, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman Jr.

Stamp

No. 1175

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty five dollars paid to them by Nancy H. Dow of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Dow and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and numbered Eleven hundred & Seventy five on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee Her heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Dow and her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & her heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Dow and her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Dow for the purposes above expressed; and that they will warrant and defend the same unto the said Dow and her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Tenth day of September in the year of our Lord one thousand eight hundred and Sixty Six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver H. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stanfe

Pd. 5 Coffer

No. 1507

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty nine dollars paid to them by Levi Edgell of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey to the said Edgell and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered fifteen hundred and seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the aforegranted premises unto the said Edgell and his heirs and assigns forever; subject however, to the conditions and limitations, and with the privileges following, to wit:—

First—That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second—The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third—That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants in the same.

Fourth—That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth—That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth—That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh—That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth—That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth—That the Trustees may deed to the city of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts to the general improvement and care of the Cemetery.

Tenth—The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Edgell and his heirs and assigns that they are lawfully seized of the aforegranted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Edgell for the purposes above expressed; and that they will warrant and defend the same unto the said Edgell and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty second day of May in the year of our Lord one thousand eight hundred and sixty five.

Oliver M Whipple President.

Alfred Gilman Clerk.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

UNITED STATES 50 FIFTY CENTS

Executed and delivered in presence of

B. F. Jeremy

No. 165

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Mrs. Lewi Fiske of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Fiske and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 15 and numbered One hundred & Sixty two on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee Her heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Fiske and her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee Her heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Fiske and her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Fiske for the purposes above expressed; and that they will warrant and defend the same unto the said Fiske and her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourteenth day of September in the year of our Lord one thousand eight hundred and Sixty Six.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp.

No. 1237

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Lerez Fuller of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Fuller and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called 24th & No. 57 and numbered Twelve hundred & thirty Seven on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Fuller and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Fuller and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Fuller for the purposes above expressed; and that they will warrant and defend the same unto the said Fuller and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourteenth day of September in the year of our Lord one thousand eight hundred and Sixty Six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilmans, Clerk.

Executed and delivered in presence of Alfred Gilman Jr.

Stamp

No. 1238

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by John McKeown of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said McKeown and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 57 and numbered Twelve hundred thirty eight on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said McKeown and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said McKeown and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said McKeown for the purposes above expressed; and that they will warrant and defend the same unto the said McKeown and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourteenth day of September in the year of our Lord one thousand eight hundred and Sixty Six.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 1659

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Walter H. McDaniel of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said McDaniel and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 52 and numbered Sixteen hundred & thirty nine on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said McDaniel and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said McDaniel and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said McDaniel for the purposes above expressed; and that they will warrant and defend the same unto the said McDaniel and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Seventeenth day of September in the year of our Lord one thousand eight hundred and Sixty Six.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of A. Gilman Jr.

Stamp

No. 1777

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Jonathan Ladd of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Ladd and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and numbered Twelve hundred & twenty two on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Ladd and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Ladd and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Ladd for the purposes above expressed; and that they will warrant and defend the same unto the said Ladd and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty fifth day of September in the year of our Lord one thousand eight hundred and sixty six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Wm. M. Smith

Stamp.

No. 933

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Nancy & Susan Caleff of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Caleffs and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered Nine hundred & thirty three on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & their heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Caleffs and their heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & their heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Caleffs and their heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Caleffs for the purposes above expressed; and that they will warrant and defend the same unto the said Caleffs and their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the eighth day of October in the year of our Lord one thousand eight hundred and sixty six.

O. M. Whipple, President.

Alfred Gilman, Clerk.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp.

No. 1482

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by George T. Comins of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Comins and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 19 and numbered Fourteen hundred Eighty two on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Comins and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Comins and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Comins for the purposes above expressed; and that they will warrant and defend the same unto the said Comins and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the eighth day of October in the year of our Lord one thousand eight hundred and sixty six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver H. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of

Space in rear of Lot

No. 380

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen and 50/100 dollars paid to them by Hannah F. Powers of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Powers and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 3 in rear of Lot ~~and~~ numbered Three hundred & eighty on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee Her heirs and assigns at all seasonable times. The said lot of land containing one hundred and fifty superficial square feet.

To have and to hold the afore-granted premises unto the said Powers and her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee Her heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Powers and her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Powers for the purposes above expressed; and that they will warrant and defend the same unto the said Powers and her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the eighth day of October in the year of our Lord one thousand eight hundred and Sixty Six.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp.

No. 871

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by William Hudson, Jun. of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hudson and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 10 and numbered Eight hundred & seventy one on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Hudson and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hudson and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hudson for the purposes above expressed; and that they will warrant and defend the same unto the said Hudson and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the nineteenth day of October in the year of our Lord one thousand eight hundred and sixty six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver C. Whipple President.

Alfred Gilmore Clerk.

Executed and delivered in presence of Alfred Gilmore, Jr.

Stamp.

A. Grace

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty-five dollars paid to them by Amos M. Kyle of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Kyle and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called the junction of Oberlin & Howard Avenues and numbered _____ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Kyle and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Kyle for the purposes above expressed; and that they will warrant and defend the same unto the said Kyle and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the nineteenth day of October in the year of our Lord one thousand eight hundred and sixty six.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 1223

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Phineas Burnham of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Burnham and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and numbered twelve hundred & twenty three on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Burnham and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Burnham and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Burnham for the purposes above expressed; and that they will warrant and defend the same unto the said Burnham and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty third day of October in the year of our Lord one thousand eight hundred and sixty six.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of John M. Staples

Stamp

O. M. Whipple's Lot

No. 695

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of dollars paid to them by Bernice S. Hale of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hale and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered Six hundred & Ninety five on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee His heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Hale and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee His heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hale and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hale for the purposes above expressed; and that they will warrant and defend the same unto the said Hale and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the first day of December in the year of our Lord one thousand eight hundred and Sixty Six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

President.

Clerk.

Executed and delivered in presence of

A. Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Saml. C. Eaton of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Eaton and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called on the corner of Howard & Charlin Avenue ~~and numbered~~ and adjoining D. G. Leavitt's Lot on the East on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Eaton and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Eaton and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Eaton for the purposes above expressed; and that they will warrant and defend the same unto the said Eaton and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixth day of December in the year of our Lord one thousand eight hundred and Sixty six.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 1221

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Forty five dollars paid to them by Henry M. Hodsdon & A. M. Chase of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hodsdon and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 60 and numbered Twelve hundred & twenty one on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee their heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Chase & Hodsdon and their heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee their heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Chase & Hodsdon and their heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Chase & Hodsdon for the purposes above expressed; and that they will warrant and defend the same unto the said Chase & Hodsdon and their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixth day of December in the year of our Lord one thousand eight hundred and Sixty Six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

J. D. Hartwell's right transferred to Mrs. C. Churchill June 17. 1867.

A Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by J. D. Hartwell & Mrs. C. Churchill of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hartwell & Churchill and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Corner of Howard Avenue & 2d St. No. 38 ~~and numbered~~ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & their heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Hartwell & Churchill & their heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & their heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hartwell & Churchill & their heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hartwell & Churchill for the purposes above expressed; and that they will warrant and defend the same unto the said Hartwell & Churchill and their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixth day of December in the year of our Lord one thousand eight hundred and Sixty Six.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman Jr.

Stamp

No. 735

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Lewis B. Tebbetts of Baltimore, Md. the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Tebbetts and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called, Path No. 10 and numbered Seven hundred & thirty five on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Tebbetts and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Tebbetts and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Tebbetts for the purposes above expressed; and that they will warrant and defend the same unto the said Tebbetts and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Tenth day of December in the year of our Lord one thousand eight hundred and Sixty Six

Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp.

No. 1213

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Horace Ela of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Ela and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path 60 and numbered Twelve hundred & thirteen on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Ela and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Ela and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Ela for the purposes above expressed; and that they will warrant and defend the same unto the said Ela and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty sixth day of December in the year of our Lord one thousand eight hundred and sixty six.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stump.

No. 442

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Mrs. Caroline A. Fofs of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Fofs and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered Four hundred & forty two on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & her heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Fofs and her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & her heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Fofs and her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Fofs for the purposes above expressed; and that they will warrant and defend the same unto the said Fofs and her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Seventh day of January in the year of our Lord one thousand eight hundred and Sixty Seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple, President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp.

Space adjoining Lot

No. 1581

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Wise Bartlett of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Bartlett and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue, adjoining Lot ~~and~~ numbered Fifteen hundred & eighty one on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Bartlett and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Bartlett and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Bartlett for the purposes above expressed; and that they will warrant and defend the same unto the said Bartlett and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Ninth day of January in the year of our Lord one thousand eight hundred and Sixty Seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

O. M. Whipple President.

Alfred Gilman Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp

No. 1119

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty five dollars paid to them by Stephen Wallace of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Wallace and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered Eleven hundred & nineteen on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee & his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Wallace and his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee & his heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Wallace and his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Wallace for the purposes above expressed; and that they will warrant and defend the same unto the said Wallace and his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty second day of January in the year of our Lord one thousand eight hundred and sixty seven.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple President.

Alfred Gilman, Clerk.

Executed and delivered in presence of Alfred Gilman, Jr.

Stamp.

Exchanged for Lot 902. April 19, 1867. J. W. McAlvin. Clerk.

No. 902

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Five dollars paid to them by Stephen Wallace of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Wallace and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Howard Avenue and numbered Nine Hundred Two, on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Wallace his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Wallace his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Wallace his heirs for the purposes above expressed; and that they will warrant and defend the same unto the said Wallace, his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Nineteenth day of April in the year of our Lord one thousand eight hundred and Sixty-seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

John U. McAlvin, Clerk.

Given in exchange for lot #1119.

Executed and delivered in presence of George Gardner.

Recd & Recorded April 19, 1867. 50 ct. Rev. Stamp.

John U. McAlvin, Clerk & Treasurer.

No. 930.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Andrew J. Wiggin of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Wiggin and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered Nine Hundred Thirty on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Wiggin his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Wiggin his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Wiggin for the purposes above expressed; and that they will warrant and defend the same unto the said Wiggin his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twentieth day of April in the year of our Lord one thousand eight hundred and Sixty-Seven.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

John H. McAlvin, Clerk.

Executed and delivered in presence of George Gardner.

Rec'd & Recorded April 20, 1867. 50 ct. Rev. Stamp.

John H. McAlvin, Clerk.

No. 931.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Cleveland J. Cheney of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Cheney and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered nine hundred thirty-one on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Cheney his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Cheney his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Cheney for the purposes above expressed; and that they will warrant and defend the same unto the said Cheney his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twentieth day of April in the year of our Lord one thousand eight hundred and Sixty-seven.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of George Gardner.

Rec'd & Recorded April 20, 1867. 50 ct. Rev. Stamp.

John H. McAlvin, Clerk.

No. 932

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Henry Gotham of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Gotham and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered nine hundred thirty-two on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Gotham his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Gotham his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Gotham for the purposes above expressed; and that they will warrant and defend the same unto the said Gotham his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twentieth day of April in the year of our Lord one thousand eight hundred and Sixty-seven.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.
John H. McAlvin, Clerk.

Executed and delivered in presence of George Gardner.

Rec'd & Recorded April 20, 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

Space adjoining Lot, No. 48.

No. ——

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen 50/100 dollars paid to them by John Clark of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Clark and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called a Space adjoining Lot No. 48. ~~and numbered~~ on Path No. 19. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing One Hundred Fifty superficial square feet.

To have and to hold the afore-granted premises unto the said Clark heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Clark his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Clark for the purposes above expressed; and that they will warrant and defend the same unto the said Clark his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighth day of May in the year of our Lord one thousand eight hundred and Sixty-seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of George Gardner.

Rec'd & Recorded May 8. 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 726

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Charles H. Salmon of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Salmon and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 10. and numbered 726 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Salmon his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Salmon his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Salmon for the purposes above expressed; and that they will warrant and defend the same unto the said Salmon his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighth day of May in the year of our Lord one thousand eight hundred and Sixty-seven.

Oliver M. Whipple, President.
John H. McAlvin, Clerk.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of George Gardner.

Recorded May 8. 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

Space adjoining Lot No. 726.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by William F. Salmon of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Salmon and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 10. and numbered a space adjoining lot 726 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Salmon his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Salmon his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Salmon for the purposes above expressed; and that they will warrant and defend the same unto the said Salmon his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighth day of May in the year of our Lord one thousand eight hundred and Sixty-seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of George Gardner.

Recorded May 8. 1867. 50 ct. Rev. Stamp.

John H. McAlvin, Clerk.

Space in rear of Lot No. 1202.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen 50/100 dollars paid to them by Rosanna A. Cox of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Cox and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated ~~on the way called~~ in rear of Lot No. 1202 ~~and numbered~~ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing One Hundred Fifty superficial square feet.

To have and to hold the afore-granted premises unto the said Cox her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Cox, her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Cox for the purposes above expressed; and that they will warrant and defend the same unto the said Cox, her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighteenth day of May, in the year of our Lord one thousand eight hundred and Sixty-Seven.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.
John H. McAlvin, Clerk.

Executed and delivered in presence of Geo. Gardner.

Recorded May 18. 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 898

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by N. T. Bartlett of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Bartlett and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Howard Avenue and numbered Eight Hundred Ninety-eight on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Bartlett his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee beirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Bartlett, his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Bartlett for the purposes above expressed; and that they will warrant and defend the same unto the said Bartlett his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighteenth day of May in the year of our Lord one thousand eight hundred and Sixty-seven.

Oliver M. Whipple, President.
John H. McAlvin, Clerk.

Executed and delivered in presence of Geo. Gardner.

Recorded May 18, 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 1209

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Charles D. Starbird of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Starbird and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 58, and numbered Twelve Hundred Nine on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Starbird his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Starbird his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Starbird for the purposes above expressed; and that they will warrant and defend the same unto the said Starbird his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighteenth day of May in the year of our Lord one thousand eight hundred and Sixty-Seven.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of Geo. Gardner.

Recorded May 18. 1867. 50 ct. Rev Stamp.
John H. McAlvin, Clerk.

No. 1193

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Preston P. Lane of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Lane and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 59. and numbered No. 1193. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Lane his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Lane his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Lane for the purposes above expressed; and that they will warrant and defend the same unto the said Lane his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-eighth day of May in the year of our Lord one thousand eight hundred and Sixty-Seven.

Oliver M. Whipple, President.
John H. McAlvin, Clerk.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Executed and delivered in presence of Bradford Marvel.

Rec'd & Recorded May 28. 1867. 50ct. Stamp
John H. McAlvin, City Clerk.

Grace.

No. 937

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-one 50/100 dollars paid to them by W. M. Whitney of Lawrence the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Whitney and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on ~~the way called Corner of Howard &~~ Oberlin Avenue ~~and numbered~~ No. 937 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Two Hundred Seventy superficial square feet.

To have and to hold the afore-granted premises unto the said Whitney his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Whitney his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Whitney for the purposes above expressed; and that they will warrant and defend the same unto the said Whitney his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Thirtieth day of May in the year of our Lord one thousand eight hundred and Sixty-Seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of Geo. Gardner.

Recd & Recorded May 30. 1867. 50 ct. Rev. Stamp

John H. McAlvin, Clerk.

No. 1174.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Albert P. Upton & William E. Boardman of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said parties and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and numbered No. 1174. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee their heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Upton & Boardman their heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Upton & Boardman their heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Upton & Boardman for the purposes above expressed; and that they will warrant and defend the same unto the said Upton & Boardman their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Thirtieth day of May in the year of our Lord one thousand eight hundred and Sixty-Seven.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of Geo. Gardner.

Recd & Recorded May 30, 1867. 50 ct. Rev. Stamp

John H. McAlvin, Clerk.

No. 1211

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Ann Reed of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Reed and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50. and numbered No. 1211. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Reed her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Reed her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Reed for the purposes above expressed; and that they will warrant and defend the same unto the said Reed her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twelfth day of June in the year of our Lord one thousand eight hundred and Sixty-Seven.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.
John H. McAlvin, Clerk.

Executed and delivered in presence of George Gardner.

Recorded June 12. 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 1208

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Thomas G. Stoddard of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Stoddard and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 58. and numbered No. 1208. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Stoddard his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Stoddard his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Stoddard for the purposes above expressed; and that they will warrant and defend the same unto the said Stoddard his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifteenth day of June in the year of our Lord one thousand eight hundred and Sixty-Seven.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of Geo. Gardner.

Recd & Recorded June 15. 1867. 50 ct. Rev. Stamp.

John H. McAlvin, Clerk.

No. 900

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Sixty-five dollars paid to them by George W Bedlow of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Bedlow and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Howard Avenue and numbered 900 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Bedlow his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Bedlow his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Bedlow for the purposes above expressed; and that they will warrant and defend the same unto the said Bedlow his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-fifth day of June in the year of our Lord one thousand eight hundred and Sixty-seven.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of George Gardner.

Rec'd & Recorded June 25, 1867. 50 ct. Rev. Stamp.

John H. McAlvin, Clerk.

No. 901.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Charles Stearns of Revell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Stearns and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Howard Avenue and numbered 901 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Stearns heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Stearns his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Stearns for the purposes above expressed; and that they will warrant and defend the same unto the said Stearns his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-fifth day of June in the year of our Lord one thousand eight hundred and Sixty-seven.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple President.

John H. McAlvin Clerk.

Executed and delivered in presence of George Gardner.

Rec'd & Recorded June 25, 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 128

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by John Sheldon of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Sheldon and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 17. and numbered No. 128. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Sheldon his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Sheldon his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Sheldon for the purposes above expressed; and that they will warrant and defend the same unto the said Sheldon his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-fifth day of June in the year of our Lord one thousand eight hundred and Sixty-seven.

Alvin M. Whipple, President.
John H. McAlvin, Clerk.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of George Gardner,

Rec'd & Recorded June 25, 1867. 50 cl. Rev. Stamp
John H. McAlvin, Clerk.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Fifteen dollars paid to them by Eli B. Carlton of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Carlton and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 8 and ~~numbered~~ in rear of Lot 382 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing One Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Carlton his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Carlton his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Carlton for the purposes above expressed; and that they will warrant and defend the same unto the said Carlton his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty eighth day of June in the year of our Lord one thousand eight hundred and Sixty-seven.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple President.

John H. McAlvin, Clerk.

Executed and delivered in presence of Bradford Marvel.

Recd & Recorded June 28, 1867. 50 ct. Rev. Stamp.

John H. McAlvin, ~~Cty~~ Clerk.

No. 459 & 874.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of dollars paid to them by Charles C. Nichols of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Nichols and his heirs and assigns, ~~the~~ lots of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 25. & Path No. 10 and numbered No. 459. & No. 874. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lots of land containing Six Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Nichols his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Nichols his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Nichols for the purposes above expressed; and that they will warrant and defend the same unto the said Nichols his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the first day of July in the year of our Lord one thousand eight hundred and Sixty-Seven.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple President.
John H. McAlvin Clerk.

This deed is issued without consideration, A Bond to indemnify being taken.

Executed and delivered in presence of Charles R. Blaisdell.

Recd & Recorded July 1. 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred dollars paid to them by George H. Wellman of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Wellman and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 24 and ~~numbered~~ adjoining Lot. 47. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 672 1/2 superficial square feet.

To have and to hold the afore-granted premises unto the said Wellman his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Wellman his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Wellman for the purposes above expressed; and that they will warrant and defend the same unto the said Wellman his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifth day of July in the year of our Lord one thousand eight hundred and Sixty-Seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.
John H. McAlvin, Clerk.

Executed and delivered in presence of Geo. Gardner.

Rec'd & Recorded July 5. 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 1196

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Lydia Wood of Jersey City N.J. the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Wood and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 59. and numbered No. 1196 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing Three hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Wood her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Wood her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Wood for the purposes above expressed; and that they will warrant and defend the same unto the said Wood her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-ninth day of July in the year of our Lord one thousand eight hundred and Sixty-seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

John U. McAlvin, Clerk.

Executed and delivered in presence of Bradford Marcel

Recorded July 29, 1867. 50 ct. Rev. Stamp.

John U. McAlvin, Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Lydia C. Marston of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Marston and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the ~~unnamed~~ Corner of Howard & Oberlin Avenue and ~~numbered~~ opposite Path 38 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Marston her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Marston her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Marston for the purposes above expressed; and that they will warrant and defend the same unto the said Marston her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixth day of August in the year of our Lord one thousand eight hundred and Sixty-Seven.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple President.

John H. McAlvin Clerk.

Executed and delivered in presence of Geo. Gardner

Recorded Aug. 6. 1867. 50 ct. Rev. Stamp.

John H. McAlvin. Clerk.

No. 1217

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Joseph S. Ramsdell of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Ramsdell and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50. and numbered No. 1217. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Ramsdell his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Ramsdell his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Ramsdell for the purposes above expressed; and that they will warrant and defend the same unto the said Ramsdell his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixth day of August in the year of our Lord one thousand eight hundred and Sixty-Seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

John H. McAlvin, Clerk.

Executed and delivered in presence of Geo. Gardner.

Recorded Aug. 6. 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 1218

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Paris K. Taylor of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Taylor and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 60. and numbered No. 1218 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Taylor his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Taylor his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Taylor for the purposes above expressed; and that they will warrant and defend the same unto the said Taylor his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixth day of August in the year of our Lord one thousand eight hundred and Sixty-Seven.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of Geo. Gardner.

Recorded Aug. 6. 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 903

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by James D. Hartwell of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hartwell and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 36 and numbered 903 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Hartwell his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hartwell his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hartwell for the purposes above expressed; and that they will warrant and defend the same unto the said Hartwell his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Tenth day of September in the year of our Lord one thousand eight hundred and Sixty-Seven.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple President.

John H. McAlvin Clerk.

Executed and delivered in presence of G. Clarence Scott.

Recorded Sept. 10, 1867. 50 ct. Rev. Stamp.

John H. McAlvin, ~~City~~ Clerk.

No. 896

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Charles T. Graves of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Graves and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 40. and numbered 896 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Graves his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Graves his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Graves for the purposes above expressed; and that they will warrant and defend the same unto the said Graves his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Thirteenth day of September in the year of our Lord one thousand eight hundred and Sixty-Seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

John H. McAlvin Clerk.

Executed and delivered in presence of
Bradford Marvel.

Recorded Sept. 13, 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 895

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Stephen P. Sargent of Roxbury the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Sargent and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 40. and numbered No. 895 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Sargent his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Sargent his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Sargent for the purposes above expressed; and that they will warrant and defend the same unto the said Sargent his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Seventeenth day of September in the year of our Lord one thousand eight hundred and Sixty-seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

John H. McAlvin Clerk.

Executed and delivered in presence of Bradford Marvel

Recorded Sept. 17, 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 1212

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Horace Ela of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Ela and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and numbered No. 1212 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Ela his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Ela his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Ela h for the purposes above expressed; and that they will warrant and defend the same unto the said Ela his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Seventeenth day of September in the year of our Lord one thousand eight hundred and Sixty-Seven.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

John H. McAlvin Clerk.

Executed and delivered in presence of Bradford Marvel

Recorded Sept. 17, 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 1005

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Samuel T. Manahan of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Manahan and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 1005 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Manahan his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Manahan his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Manahan for the purposes above expressed; and that they will warrant and defend the same unto the said Manahan his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-fifth day of September in the year of our Lord one thousand eight hundred and Sixty-Seven.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.
John H. McAlvin, Clerk.

Executed and delivered in presence of Geo. Gardner.

Recorded Sept. 25, 1867, 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 1594

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by U. B. & G. F. Stanton of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Stanton's and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 48. and numbered No. 1594 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee their heirs and assigns at all seasonable times. The said lot of land containing Three Hundred superficial square feet.

To have and to hold the afore-granted premises unto the said Stanton's their heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Stanton's their heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Stanton for the purposes above expressed; and that they will warrant and defend the same unto the said Stanton's their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty second day of October in the year of our Lord one thousand eight hundred and Sixty-seven.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple, President.

John H. McAlvin Clerk.

Executed and delivered in presence of Geo. Gardner.

Recorded Oct. 22, 1867. 50 ct. Rev. Stamp.

John H. McAlvin, Clerk.

No. 130

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Anson Lamere of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Lamere and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 17. and numbered 130 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Lamere his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Lamere his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Lamere for the purposes above expressed; and that they will warrant and defend the same unto the said Lamere his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-fifth day of October in the year of our Lord one thousand eight hundred and Sixty-seven.

Oliver M. Whipple President.
John H. McAlvin, Clerk.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of Bradford Marvel.

Recorded Oct. 25, 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 131

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by John Lamere of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Lamere and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 17. and numbered No. 131. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Lamere his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Lamere his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Lamere for the purposes above expressed; and that they will warrant and defend the same unto the said Lamere his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-fifth day of October in the year of our Lord one thousand eight hundred and Sixty-Seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Bradford Marvel.

Recorded Oct. 25. 1867. John H. McAlvin, Clerk.

No. 1573

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Orville D. Graves of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Graves and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 49. and numbered No. 1573. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Graves his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Graves his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Graves for the purposes above expressed; and that they will warrant and defend the same unto the said Graves his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-fifth day of October in the year of our Lord one thousand eight hundred and Sixty-seven.

Oliver M. Whipple President.
John H. McAlvin, Clerk.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of Bradford Marvel.

Recorded Oct. 25. 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen 50/100 dollars paid to them by Phebe Sherman of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Sherman and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, ~~situated on the way called~~ adjoining lot No. 125. ~~and numbered~~ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing 150 superficial square feet.

To have and to hold the afore-granted premises unto the said Sherman her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Sherman her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Sherman for the purposes above expressed; and that they will warrant and defend the same unto the said Sherman her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-ninth day of October in the year of our Lord one thousand eight hundred and Sixty-Seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of Geo. Gardner.

Recorded Oct. 29, 1867. 50 ct. Rev. Stamp.

John H. McAlvin, Clerk.

No. 905

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Elmira U. Smith of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Smith and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 36. and numbered No. 905 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Smith her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Smith her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Smith for the purposes above expressed; and that they will warrant and defend the same unto the said Smith her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourth day of November in the year of our Lord one thousand eight hundred and Sixty-seven.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

John U. McAlvin Clerk.

Executed and delivered in presence of Geo. Gardner.

Recorded Nov. 4. 1867. 50 ct. Rev. Stamp.
John U. McAlvin, Clerk.

No. 1210

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Harry Fowler of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Fowler and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50, and numbered No. 1210 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Fowler his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Fowler his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Fowler for the purposes above expressed; and that they will warrant and defend the same unto the said Fowler his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twentieth day of November in the year of our Lord one thousand eight hundred and Sixty-seven.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of Geo. Gardner.

Recorded Nov. 20, 1867. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Fifty dollars paid to them by George W. Harris of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Harris and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 74 and ~~numbered~~ adjoining lot 268 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Harris heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Harris his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Harris for the purposes above expressed; and that they will warrant and defend the same unto the said Harris his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-Seventh day of November in the year of our Lord one thousand eight hundred and Sixty-seven.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Oliver M. Whipple, President.

John H. McAlvin Clerk.

Executed and delivered in presence of Geo. Gardner.

Recorded Nov. 27. 1867. 50 ct. Rev. Stamp.

John H. McAlvin. Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-one 50/100 dollars paid to them by Orlando Snell of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Snell and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and ~~numbered~~ adjoining lot-935 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 270 superficial square feet.

To have and to hold the afore-granted premises unto the said Snell his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Snell his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Snell for the purposes above expressed; and that they will warrant and defend the same unto the said Snell his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifth day of December in the year of our Lord one thousand eight hundred and Sixty-Seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of Bradford Marvel.

Recorded Dec. 5, 1867. 50 ct. Rev. Stamp.

John H. McAlvin, Clerk.

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventy dollars paid to them by John A. Alden B. Buttrick of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Buttrick and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 67, adjoining ~~and numbered~~ Lot 1074 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heir heirs and assigns at all seasonable times. The said lot of land containing 600 superficial square feet.

To have and to hold the afore-granted premises unto the said Buttricks' their heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Buttricks' their heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Buttricks' for the purposes above expressed; and that they will warrant and defend the same unto the said Buttricks their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument ~~to be~~ signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifth day of July in the year of our Lord one thousand eight hundred and Sixty-Seven.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Oliver M. Whipple President.

John H. McAlvin Clerk.

Executed and delivered in presence of Geo. Gardner

Recorded July 5. 1867. 50 c. Rev. Stamp.
John H. McAlvin, Clerk.

No. 1216

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Abel C. Chase of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Chase and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and numbered 1216 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Chase his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Chase his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Chase for the purposes above expressed; and that they will warrant and defend the same unto the said Chase his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Ninth day of April in the year of our Lord one thousand eight hundred and Sixty-eight

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

G. W. Stickney, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of George Gardner.

Recorded April 9, 1868. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

No. 125

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Orin Wuntow of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Wuntow and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 18 and numbered Lot 125 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Wuntow his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Wuntow his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Wuntow for the purposes above expressed; and that they will warrant and defend the same unto the said Wuntow his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Second day of May in the year of our Lord one thousand eight hundred and Sixty-eight

S. W. Stickney President.

John H. McAlvin Clerk.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of Leonard Brown.

Recorded May 2, 1868. John H. McAlvin
50 c. Rev. Stamp. Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Hannah E. Thompson of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Thompson and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, ~~situated on the way called~~ adjoining Lot No. 566. on ~~and numbered~~ Franklin Avenue on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Thompson her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Thompson her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Thompson for the purposes above expressed; and that they will warrant and defend the same unto the said Thompson her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Ninth day of May in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "DEAD SHALL BE RAISED"

S. W. Stickney, President.

John H. McAlvin Clerk.

Executed and delivered in presence of Leonard Brown.

Recorded May 9. 1868. 50 ct. Rec. Stamp.

John H. McAlvin, Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of _____ dollars paid to them by Isaac W. Scribner of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Scribner and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, ~~situated on the way called~~ in the rear of Lot 16444 ~~and numbered~~ _____ on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing ___ 180 ___ superficial square feet.

To have and to hold the afore-granted premises unto the said Scribner his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Scribner his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Scribner for the purposes above expressed; and that they will warrant and defend the same unto the said Scribner his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Ninth day of May in the year of our Lord one thousand eight hundred and Sixty-eight

S. W. Stickney ..... President.

John H. McAlvin, Clerk.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of Geo. Gardner

Recorded May 9, 1868. 50 ct. Rev. Stamp.
J. H. McAlvin, Clerk.

This Deed was paid for by J. H. Fellows, June 2, 1866, but no record was ever made of it. J. H. McAlvin, Treasurer.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by John T. Lee of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Lee and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue ~~and numbered~~ adjoining Lot 1581 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Lee his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Lee his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Lee for the purposes above expressed; and that they will warrant and defend the same unto the said Lee his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Thirteenth day of May in the year of our Lord one thousand eight hundred and Sixty-eight.

S. W. Stickney President.

John H. McAlvin Clerk.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of George Gardner

Recorded May 13. 1868. 50 c. Rev. Stamp.

John H. McAlvin, Clerk.

No. 1574

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Alba G. Stiles of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Stiles and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 49 and numbered No. 1574. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Stiles his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Stiles his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Stiles for the purposes above expressed; and that they will warrant and defend the same unto the said Stiles his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-ninth day of May in the year of our Lord one thousand eight hundred and Sixty-eight.

S. W. Stickney President.

John U. McAlvin Clerk.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Executed and delivered in presence of Geo. Gardner.

Recorded June 1, 1868. 50 ct. Rev. Stamp.

John U. McAlvin, Clerk.

No. 1642

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by William P. Wilbur of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Wilbur and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 52 and numbered No. 1642 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Wilbur his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Wilbur for the purposes above expressed; and that they will warrant and defend the same unto the said Wilbur his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the fifth day of May in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

Executed and delivered in presence of George Gardner

Recorded May 5, 1868. John H. McAlvin
50 d. Rev. Stamp. Clerk

No. 1643

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Joshua Converse of Salmon Falls the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Converse and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 52 and numbered Lot No. 1643 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Converse his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Converse his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Converse for the purposes above expressed; and that they will warrant and defend the same unto the said Converse his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-ninth day of May in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of Calvin Philbrick.

Recorded May 29, 1868. 50 ct Rev. Stamp.

John H. McAlvin, Clerk.

No. 1607

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Jona. P. Grosvenor of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Grosvenor and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 1607. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Grosvenor his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Grosvenor his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Grosvenor for the purposes above expressed; and that they will warrant and defend the same unto the said Grosvenor his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-ninth day of May in the year of our Lord one thousand eight hundred and Sixty-eight

"THE DEAD SHALL BE RAISED" LOWELL CEMETERY 1841

S. W. Stickney President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp

Executed and delivered in presence of L. W. Huntington.

Recorded May 29. 1868. John H. McAlvin clerk

No. 1645

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Alphonzo T. Dickerman of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Dickerman and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 53 and numbered No. 1645 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Dickerman his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Dickerman his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Dickerman for the purposes above expressed; and that they will warrant and defend the same unto the said Dickerman his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixth day of June in the year of our Lord one thousand eight hundred and Sixty-eight.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

S. N. Stickney, President.

John H. McAlvin, Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Thos. G. Gerrish.

Recorded June 6, 1868. John H. McAlvin, Clerk.

John H. Kimball

Lot- 1641
Path 52
Not paid - $35.
Jun. 9. 1868

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of dollars paid to them by of the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called and numbered on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said for the purposes above expressed; and that they will warrant and defend the same unto the said heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the day of in the year of our Lord one thousand eight hundred and

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

President.

Clerk.

Executed and delivered in presence of

No. 1394

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by George F. Hunt of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hunt and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered No. 1394 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Hunt his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hunt his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hunt for the purposes above expressed; and that they will warrant and defend the same unto the said Hunt his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighth day of June in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of Frederic T. Greenhalge.

Recorded June 8. 1868. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen 50/100 dollars paid to them by Mrs. W. H. Viney of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Viney and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 57. and ~~numbered~~ Rear of No. 1132 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing 150 superficial square feet.

To have and to hold the afore-granted premises unto the said Viney her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Viney her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Viney for the purposes above expressed; and that they will warrant and defend the same unto the said Viney her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eleventh day of June in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney, President.

John H. McAlvin, Clerk.

Executed and delivered in presence of George F. Richardson to J. H. McA

Recorded June 11, 1868. 50 ct. Rev. Stamp.

John H. McAlvin, Clerk.

No. 1393

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by James Hopkins of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hopkins and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered No. 1393 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Hopkins heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hopkins his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hopkins for the purposes above expressed; and that they will warrant and defend the same unto the said Hopkins his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixth day of June in the year of our Lord one thousand eight hundred and Sixty-eight

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney, President.

John H. McAlvin Clerk.

Executed and delivered in presence of George Gardner.

Recorded June 15, 1868. 50 ct. Rev. Stamp.

John H. McAlvin, Clerk.

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Orin F. Osgood of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Osgood and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way ~~called~~ adjoining Lot ~~and~~ numbered 728 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 309 superficial square feet.

To have and to hold the afore-granted premises unto the said Osgood his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Osgood his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Osgood for the purposes above expressed; and that they will warrant and defend the same unto the said Osgood his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the third day of July in the year of our Lord one thousand eight hundred and sixty-eight.

S. W. Stickney President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of George Gardner.

Recorded July 3, 1868. John H. McAlvin, Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen 50/100 dollars paid to them by Stephen Kimbale of Newburgh, O. the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Kimbale and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 20 and ~~numbered~~ adjoining Lot. 88. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 150 superficial square feet.

To have and to hold the afore-granted premises unto the said Kimbale his heirs and assigns forever; subject, however, to the conditions and limitations. and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Kimbale his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Kimbale for the purposes above expressed; and that they will warrant and defend the same unto the said Kimbale his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the third day of July in the year of our Lord one thousand eight hundred and sixty-eight.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

Executed and delivered in presence of George Gardner.

Recorded July 3, 1868. 50 c. Rev. Stamp.

John H. McAlvin, Clerk.

No. 1395

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Jonathan T. Barnard of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Barnard and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered No. 1395 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Barnard his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Barnard his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Barnard for the purposes above expressed; and that they will warrant and defend the same unto the said Barnard his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Ninth day of July in the year of our Lord one thousand eight hundred and sixty-eight.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of L. W. Huntington

Recorded July 9, 1868. John H. McAlvin Clerk.

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Eleven 66/100 dollars paid to them by Mrs. James H. Green of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Green and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 57, and ~~numbered~~ rear of Lot, 1151. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing 100 superficial square feet.

To have and to hold the afore-granted premises unto the said Green her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Green her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Green for the purposes above expressed; and that they will warrant and defend the same unto the said Green her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eleventh day of July in the year of our Lord one thousand eight hundred and Sixty-eight

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney, President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of George Gardner.

Recorded July 11, 1868. John H. McAlvin, Clerk.

No. 1194 & Space adjoining.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Forty-six 66/100 dollars paid to them by Willard Knowles of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Knowles and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 59 and numbered No. 1194 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing — 400 — superficial square feet.

To have and to hold the afore-granted premises unto the said Knowles his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Knowles his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Knowles for the purposes above expressed; and that they will warrant and defend the same unto the said Knowles his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-second day of July in the year of our Lord one thousand eight hundred and Sixty-eight.

"THE DEAD SHALL BE RAISED" LOWELL CEMETERY 1841

S. W. Stickney President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of George Gardner,

Recorded July 22. 1868. John H. McAlvin. Clerk.

90. 35.

No. A. 1.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Twenty-five dollars paid to them by Robert J. Butcher of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Butcher and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered A. No. 1. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 309 superficial square feet.

To have and to hold the afore-granted premises unto the said Butcher his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Butcher his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Butcher for the purposes above expressed; and that they will warrant and defend the same unto the said Butcher his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-Seventh day of August in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of George Gardner.

Recorded Aug. 27. 1868. John H. McAlvin. Clerk.

.96 35.

No. 2 A

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Twenty five dollars paid to them by Julius L. Conant of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Conant and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered A. No. 2. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 3010 superficial square feet.

To have and to hold the afore-granted premises unto the said Conant his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Conant his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Conant for the purposes above expressed; and that they will warrant and defend the same unto the said Conant his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty seventh day of August in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

L. W. Stickney President.

John H. McAlvin Clerk.

Tod. Rev. Stamp.

Executed and delivered in presence of Frank O. Butterfield,

Recorded Aug. 27, 1868. John H. McAlvin, Clerk.

90. 35.

A. No. 3.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Twenty-five dollars paid to them by Nathaniel P. Favor of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Favor and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered A. No. 3 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Favor his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Favor his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Favor for the purposes above expressed; and that they will warrant and defend the same unto the said Favor his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-seventh day of August in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney ..... President.

John H. McAlvin ..... Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of L. W. Huntington.

Recorded Aug. 27, 1868. John H. McAlvin, Clerk.

90. 35.

A. No. 4.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Twenty-five dollars paid to them by Luther Richards of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Richards and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered A. No. 4 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Richards his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Richards his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Richards for the purposes above expressed; and that they will warrant and defend the same unto the said Richards his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-Seventh day of August in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of Thos. G. Gerrish.

Recorded Aug. 27, 1868. John H. McAlvin. Clerk.

82.08 26.25

No. 5. A

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Eight 33/100 dollars paid to them by Nathaniel Davis of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Davis and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered A. No. 5. adj. S. Sweatt ~~on~~ the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 260 superficial square feet.

To have and to hold the afore-granted premises unto the said Davis his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Davis his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Davis for the purposes above expressed; and that they will warrant and defend the same unto the said Davis his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-Seventh day of August in the year of our Lord one thousand eight hundred and Sixty-eight.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

Executed and delivered in presence of Thos. G. Gerrish

Recorded Aug. 27, 1868. 50 ct. Rev. Stamp.
John H. McAlvin, Clerk.

82.66 28.25

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Eight 35/100 dollars paid to them by George Runels of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Runels and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and ~~numbered~~ adj. lot of Saml Jewett on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing ~ 260 ~ superficial square feet.

To have and to hold the afore-granted premises unto the said Runels his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Runels his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Runels for the purposes above expressed; and that they will warrant and defend the same unto the said Runels his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixteenth day of November in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

S. W. Stickney, President.

John H. McAlvin, Clerk.

5 a d. Rev. Stamp.

Executed and delivered in presence of Andrew F. Jewett.

Recorded Nov. 16. 1868. John H. McAlvin. Clerk.

82.68 26.25

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Eight 33/100 dollars paid to them by Hilman Clough of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Clough and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and ~~numbered~~ adj. lot of Geo. Runels on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 260 superficial square feet.

To have and to hold the afore-granted premises unto the said Clough his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Clough his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Clough for the purposes above expressed; and that they will warrant and defend the same unto the said Clough his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixteenth day of November in the year of our Lord one thousand eight hundred and Sixty-eight.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney, President.

John H. McAlvin, Clerk.

Sol. Ret. Stump.

Executed and delivered in presence of Andrew F. Jewett.

Recorded Nov. 16. 1868. John H. McAlvin, Clerk.

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Eleven 67/100 dollars paid to them by George T. Comins of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Comins and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 43. adjoining ~~and numbered~~ Lot. No. 1482 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 100 superficial square feet.

To have and to hold the afore-granted premises unto the said Comins his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Comins his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Comins for the purposes above expressed; and that they will warrant and defend the same unto the said Comins his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-seventh day of August in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

5 cts. Rev. Stamp.

Executed and delivered in presence of Frank O. Butterfield.

Recorded Aug. 27, 1868. John H. McAlvin, Clerk.

No. 570

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Mary Ann B. Tyler of Chelmsford the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Tyler and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered No. 570 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Tyler her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Tyler her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Tyler for the purposes above expressed; and that they will warrant and defend the same unto the said Tyler her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-seventh day of August in the year of our Lord one thousand eight hundred and Sixty-eight

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of George Gardner.

Recorded Aug. 27. 1868. John H. McAlvin. Clerk.

No. 1355

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Alfred D. Chandler of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Chandler and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered 1355 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Chandler his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Chandler his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Chandler for the purposes above expressed; and that they will warrant and defend the same unto the said Chandler his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Thirty-first day of August in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney, President.

John H. McAlvin, Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of George Gardner.

Recorded Aug. 31, 1868. John H. McAlvin, Clerk.

No. 1396

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty, 34/100 dollars paid to them by Charles H. Barnard of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Barnard and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered No. 1396 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing — 260 — superficial square feet.

To have and to hold the afore-granted premises unto the said Barnard his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Barnard his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Barnard for the purposes above expressed; and that they will warrant and defend the same unto the said Barnard his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Ninth day of July in the year of our Lord one thousand eight hundred and Sixty-eight.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

S. W. Stickney President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of L. W. Huntington.

Recorded July 9, 1868. John H. McAlvin Clerk.

No. 569

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Samuel Tyler of Chelmsford the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Tyler and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered No. 569 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Tyler his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Tyler his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Tyler for the purposes above expressed; and that they will warrant and defend the same unto the said Tyler his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-seventh day of August in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

S. W. Stickney President.

John H. McAlvin Clerk.

Sa d - Rev. Stamp.

Executed and delivered in presence of George Gardner

Recorded Aug. 27. 1868. John H. McAlvin, Clerk.

No. 571

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Mrs. Nathan Tyler of Chelmsford the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Tyler and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered No. 571 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Tyler her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Tyler her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Tyler for the purposes above expressed; and that they will warrant and defend the same unto the said Tyler her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-seventh day of August in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of George Gardner.

Recorded Aug. 27, 1868. John H. McAlvin, Clerk.

No. 1640

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of thirty-five dollars paid to them by David C. G. Field of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Field and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 52 and numbered No. 1640 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Field his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Field his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Field for the purposes above expressed; and that they will warrant and defend the same unto the said Field his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty-fifth day of September in the year of our Lord one thousand eight hundred and sixty-eight.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. N. Stickney President.

John H. McAlvin Clerk.

Ord. Rev. Stamp.

Executed and delivered in presence of George Gardner.

Recorded Sept. 25. 1868. John H. McAlvin. Clerk.

No. 1356

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Augustus B. Foss of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Foss and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered No. 1356 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Foss his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Foss his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Foss for the purposes above expressed; and that they will warrant and defend the same unto the said Foss his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-eighth day of September in the year of our Lord one thousand eight hundred and sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of George Gardner.

Recorded Sept. 25. 1868. John H. McAlvin, Clerk.

No. 1357

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by John L. A. Hubbard of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hubbard and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered No. 1357 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Hubbard his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hubbard his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hubbard for the purposes above expressed; and that they will warrant and defend the same unto the said Hubbard his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-fifth day of September in the year of our Lord one thousand eight hundred and Sixty-eight.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of Frank C. Butterfield.

Recorded Sept. 25. 1868. John H. McAlvin. Clerk.

No. 1128

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by William P. Davis of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Davis and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 1128 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Davis his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Davis his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Davis for the purposes above expressed; and that they will warrant and defend the same unto the said Davis his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Ninth day of October in the year of our Lord one thousand eight hundred and Sixty-eight

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Frank C. Butterfield.

Recorded Oct. 9. 1868. John H. McAlvin Clerk.

No. 1119 & Space adj.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Forty-six 66/100 dollars paid to them by Laura G. Marshale of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Marshale and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 64. and numbered No. 1119 & Space adj. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing 400 superficial square feet.

To have and to hold the afore-granted premises unto the said Marshale her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Marshale her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Marshale for the purposes above expressed; and that they will warrant and defend the same unto the said Marshale her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Ninth day of October in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney, President.

John H. McAlvin, Clerk.

50 ct Rev. Stamp.

Executed and delivered in presence of George Gardner.

Recorded Oct. 9. 1868. John H. McAlvin, Clerk.

90. 35.

A. No. 10.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Twenty-five dollars paid to them by Thomas G. Gerrish of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Gerrish and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered A. No. 10. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Gerrish his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Gerrish his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Gerrish for the purposes above expressed; and that they will warrant and defend the same unto the said Gerrish his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifteenth day of October in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney, President.
John H. McAlvin, Clerk.

Executed and delivered in presence of Silas Tyler Jr

Recorded Oct. 15. 1868. John H. McAlvin, Clerk.

No. 1123

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Oliver W. Flint of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Flint and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 1123 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Flint his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Flint his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Flint for the purposes above expressed; and that they will warrant and defend the same unto the said Flint his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifteenth day of October in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin, Clerk.

Sod. Rev. Stamp.

Executed and delivered in presence of Frank C. Butterfield,

Recorded Oct. 15. 1868. John H. McAlvin, Clerk.

No. 1122

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by George S. Cheney of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Cheney and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 1122. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Cheney his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Cheney his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Cheney for the purposes above expressed; and that they will warrant and defend the same unto the said Cheney his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifteenth day of October in the year of our Lord one thousand eight hundred and Sixty-eight.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Frank C. Butterfield.

Recorded Oct. 15, 1868. John H. McAlvin, Clerk.

No. 1121

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Charles W. Smith of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Smith and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 1121 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Smith his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Smith for the purposes above expressed; and that they will warrant and defend the same unto the said Smith his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk and their Common Seal to be hereto affixed, the Fifteenth day of October in the year of our Lord one thousand eight hundred and Sixty-eight.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin, Clerk.

Sect. Rev. Stamp.

Executed and delivered in presence of Frank C. Butterfield.

Recorded Oct. 15, 1868. John H. McAlvin, Clerk.

No. 1120

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Oliver S. Flint of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Flint and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 1120 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Flint his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Flint his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Flint for the purposes above expressed; and that they will warrant and defend the same unto the said Flint his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifteenth day of October in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

S. W. Stickney President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of Frank C. Butterfield.

Recorded Oct. 15, 1868. John H. McAlvin, Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen 50/100 dollars paid to them by Hugh Kelsey of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Kelsey and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 59. and ~~and numbered~~ adjoining No. 1194 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 150 superficial square feet.

To have and to hold the afore-granted premises unto the said Kelsey his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Kelsey his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Kelsey for the purposes above expressed; and that they will warrant and defend the same unto the said Kelsey his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-eighth day of October in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

G. W. Stickney, President.

John H. McAlvin, Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of George Gardner.

Recorded Oct. 28. 1868. John H. McAlvin clerk.

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Cent ~~dollars~~ paid to them by Wm M. Smith of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Smith and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and ~~numbered~~ adj. Lot 235 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Smith his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Smith his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Smith for the purposes above expressed; and that they will warrant and defend the same unto the said Smith his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the twenty-eighth day of November in the year of our Lord one thousand eight hundred and sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

L. W. Stickney — President.

John H. McAlvin — Clerk.

Sol. Rev. Stamp.

Executed and delivered in presence of George Gardner.

Recorded Nov. 28. 1868. John H. McAlvin Clerk.

No. 1353

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by G. F. Tucker of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Tucker and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered 1353 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 3 cig superficial square feet.

To have and to hold the afore-granted premises unto the said Tucker his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Tucker heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Tucker for the purposes above expressed; and that they will warrant and defend the same unto the said Tucker heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-eighth day of October in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

To ct. Rec. Stamp.

Executed and delivered in presence of

Recorded Oct. 28, 1868. John H. McAlvin Clerk

Lot 46.67 Labor 82.33

No. 1354

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Forty-six 67/100 dollars paid to them by Joseph Geo. W. Raynes of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Raynes and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered 1354 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee their heirs and assigns at all seasonable times. The said lot of land containing — 400 — superficial square feet.

To have and to hold the afore-granted premises unto the said Raynes heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Raynes heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Raynes for the purposes above expressed; and that they will warrant and defend the same unto the said Raynes heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Nineteenth day of June in the year of our Lord one thousand eight hundred and Sixty-nine.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of Samuel A. McPhetres

Recorded June 19, 1869. John H. McAlvin. Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Jonathan Ladd of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Ladd and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and ~~numbered~~ adjoining No. 286. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing ~ 300 ~ superficial square feet.

To have and to hold the afore-granted premises unto the said Ladd his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Ladd his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Ladd for the purposes above expressed; and that they will warrant and defend the same unto the said Ladd his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Tenth day of November in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin, Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of Frank C. Butterfield.

Recorded Dec. 23, 1868. John H. McAlvin, Clerk.

No. 1172

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Amos Rugg of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Rugg and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 59 and numbered No. 1172 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing ~ 300 ~ superficial square feet.

To have and to hold the afore-granted premises unto the said Rugg his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Rugg his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Rugg for the purposes above expressed; and that they will warrant and defend the same unto the said Rugg his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Tenth day of November in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

S. W. Stickney, President.

John H. McAlvin, Clerk.

Sa A. Rev. Hamp.

Executed and delivered in presence of A. H. Chase

Recorded Nov. 10. 1868. John H. McAlvin, Clerk.

82.08 26.25

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Eight 33/100 dollars paid to them by Samuel Sweatt of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Sweatt and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and ~~numbered~~ adj. lot of Nath'l Davis on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing ~ 260 ~ superficial square feet.

To have and to hold the afore-granted premises unto the said Sweatt his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Sweatt his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Sweatt for the purposes above expressed; and that they will warrant and defend the same unto the said Sweatt his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixteenth day of November in the year of our Lord one thousand eight hundred and Sixty-eight.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney, President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Andrew F. Jewett.

Recorded Nov. 16. 1868. John H. McAlvin, Clerk.

No. 496

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Edward E. Reed of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Reed and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 9 and numbered No. 496 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Reed his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Reed his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Reed for the purposes above expressed; and that they will warrant and defend the same unto the said Reed his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixteenth day of November in the year of our Lord one thousand eight hundred and Sixty-eight.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

J. W. Stickney, President.

John H. McAlvin, Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Silas Tyler Jr

Recorded Nov. 16, 1868. John H. McAlvin, Clerk.

186 70

No. A. 5 and 6.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Two Hundred Fifty dollars paid to them by Jonathan Hope of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hope and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered A. No 5 and 6 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing — 600 — superficial square feet.

To have and to hold the afore-granted premises unto the said Hope his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hope his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hope for the purposes above expressed; and that they will warrant and defend the same unto the said Hope his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-seventh day of August in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

S. W. Stickney, President.

John H. McAlvin, Clerk.

Sol. Rev. Stamp.

Executed and delivered in presence of Silas Tyler, Jr.

Recorded Aug. 27, 1868. John H. McAlvin, Clerk.

No. 927

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Harlin Pillsbury of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Pillsbury and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered 927 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Pillsbury heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Pillsbury heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Pillsbury for the purposes above expressed; and that they will warrant and defend the same unto the said Pillsbury heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixteenth day of November in the year of our Lord one thousand eight hundred and Sixty-nine.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Geo Gardner

Recorded Nov. 16, 1869. John H. McAlvin, Clerk.

Shaw

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen 50/100 dollars paid to them by E. W. Hale of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hale and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 15 and ~~numbered~~ rear of Lot 581 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 150 superficial square feet.

To have and to hold the afore-granted premises unto the said Hall his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hall his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hall for the purposes above expressed; and that they will warrant and defend the same unto the said Hall his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighth day of December in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

S. W. Stickney, President.

John H. McAlvin, Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Henry J. McAlvin.

Recorded Dec. 8, 1868. John H. McAlvin Clerk.

No. 495

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Enos H. Adams of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Adams and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 9. and numbered No. 495 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Adams his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Adams heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Adams for the purposes above expressed; and that they will warrant and defend the same unto the said Adams heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Tenth day of June in the year of our Lord one thousand eight hundred and Sixty-nine

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.
John H. McAlvin, Clerk.
50 c Rev Stamp.

Executed and delivered in presence of D. S. Spalding

Recorded June 10. 1869.
John H. McAlvin, Clerk.

No. 928

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Harlin Pillsbury of Roxbury the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Pillsbury and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered 928 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing ~ 300 ~ superficial square feet.

To have and to hold the afore-granted premises unto the said Pillsbury heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Pillsbury heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Pillsbury for the purposes above expressed; and that they will warrant and defend the same unto the said Pillsbury heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-sixth day of December in the year of our Lord one thousand eight hundred and Sixty-eight.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Samuel W. Stickney President.

John H. McAlvin Clerk.

Executed and delivered in presence of Geo. Gardner, 5d. Rev. Stamp.

Recorded Dec. 26, 1868. John H. McAlvin, Clerk.

No. 14. A.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Twenty five dollars paid to them by Robt. B. Caverly of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Caverly and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered A. No. 14. the same being a corner lot on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Caverly his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Caverly his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Caverly for the purposes above expressed; and that they will warrant and defend the same unto the said Caverly his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifth day of January in the year of our Lord one thousand eight hundred and Sixty-nine.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of S. A. McPhetres.

Recorded Sept. 14, 1869. John H. McAlvin, Clerk.

No. 1173

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Levi S. Tyng and Charlotte L. Thyng of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Tyngs and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and numbered No. 1173 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee their heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Tyng & Thyng their heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Tyng & Thyng their heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Tyng & Thyng for the purposes above expressed; and that they will warrant and defend the same unto the said Tyng & Thyng their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighteenth day of January in the year of our Lord one thousand eight hundred and Sixty-nine.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney, President.

John H. McAlvin, Clerk.

50 & Rev. Hamb.

Executed and delivered in presence of Frank C. Butterfield.

Recorded Jan. 18. 1869. John H. McAlvin Clerk

~~$6.08~~ 90. 35.

No. 11. A.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Twenty-five dollars paid to them by Joseph S. Brown of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Brown and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 11. A. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Brown his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Brown his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Brown for the purposes above expressed; and that they will warrant and defend the same unto the said Brown his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-eighth day of January in the year of our Lord one thousand eight hundred and Sixty-nine.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Frank C. Butterfield.

Recorded Jan. 28, 1869. John H. McAlvin Clerk.

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen 50/100 dollars paid to them by Sarah J. Combs of New Albany Ind Laura J. Combs of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Combs and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and ~~numbered~~ adjoining Lot 88 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee their heirs and assigns at all seasonable times. The said lot of land containing 150 superficial square feet.

To have and to hold the afore-granted premises unto the said Combs their heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Combs their heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Combs for the purposes above expressed; and that they will warrant and defend the same unto the said Combs their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-third day of February in the year of our Lord one thousand eight hundred and Sixty-nine.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

L. W. Stickney President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp

Executed and delivered in presence of Wm M. Smith

Recorded Feby 23, 1869. John H. McAlvin, Clerk.

Shaw

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventeen 50/100 dollars paid to them by James M. Hardy of ~~Lowell~~ Tewksbury the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hardy and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 59 and numbered Adjoining Lot 1172 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 150 superficial square feet.

To have and to hold the afore-granted premises unto the said Hardy his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hardy his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hardy for the purposes above expressed; and that they will warrant and defend the same unto the said Hardy his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-fourth day of February in the year of our Lord one thousand eight hundred and Sixty-nine.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

S. W. Stickney President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Wm M. Smith.

Recorded Feby 24. 1869. John H. McAlvin. Clerk.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of dollars paid to them by of the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called and numbered on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said for the purposes above expressed; and that they will warrant and defend the same unto the said heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the day of in the year of our Lord one thousand eight hundred and

President.

Clerk.

Executed and delivered in presence of

35 Lot 1 Lon 90

No. 12 A

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Twenty-five dollars paid to them by Oliver Ellis of Fitchburg the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Ellis and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 12. A on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Ellis his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Ellis his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Ellis for the purposes above expressed; and that they will warrant and defend the same unto the said Ellis heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-first day of April in the year of our Lord one thousand eight hundred and Sixty-nine.

William A. Burke President.
John H. McAlvin Clerk.
50 ct. Rev. Stamp.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of Samuel A. McPhetres.

Recorded April 21. 1869.
John H. McAlvin. Clerk.

35. 90

No. 13. A.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Twenty-five dollars paid to them by A. L. Waite of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Waite and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 13. A. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Waite his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Waite his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Waite for the purposes above expressed; and that they will warrant and defend the same unto the said Waite his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 20th day of April in the year of our Lord one thousand eight hundred and Sixty-nine.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Charles E. Dudley.

Recorded April 29, 1869. John H. McAlvin Clerk.

Enoch B. Carter
#479 Path No. 7
April 30. 1869
Paid 35.00

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of dollars paid to them by of the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called and numbered on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said for the purposes above expressed; and that they will warrant and defend the same unto the said heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the day of in the year of our Lord one thousand eight hundred and

William A. Burke President.

Clerk.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of dollars paid to them by of the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called and numbered on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avennes, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said for the purposes above expressed; and that they will warrant and defend the same unto the said heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the day of in the year of our Lord one thousand eight hundred and

President.

Clerk.

Executed and delivered in presence of

No. 4197

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by John S. Lugg the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Lugg and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 9, and numbered #497 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Lugg his heirs and assigns forever; subject, however, to the conditions and limitations and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Lugg his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Lugg for the purposes above expressed; and that they will warrant and defend the same unto the said Lugg his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighth day of January in the year of our Lord one thousand eight hundred and Seventy.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke President.

John H. McAlvin, Clerk.

50 ct Rev. Stamp.

Executed and delivered in presence of Geo. Gardner

Recorded Jan. 8. 1870. John H. McAlvin, Clerk.

Space.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Eighteen 67/100 dollars paid to them by Sumner Hylan of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hylan and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and ~~numbered~~ adj. Lot 168 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing ~ 160 ~ superficial square feet.

To have and to hold the afore-granted premises unto the said Hylan his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hylan his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hylan for the purposes above expressed; and that they will warrant and defend the same unto the said Hylan his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eleventh day of May in the year of our Lord one thousand eight hundred and Sixty-nine.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Geo. Gardner.

Recorded May 11. 1869. John H. McAlvin Clerk.

No. 161

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Burnham C. Benner of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Benner and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 26. and numbered No. 161. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Benner his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Benner his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Benner for the purposes above expressed; and that they will warrant and defend the same unto the said Benner his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourteenth day of December in the year of our Lord one thousand eight hundred and Sixty-nine

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 Ct. Rev. Stamp.

Executed and delivered in presence of Franklin Davis,

Recorded Dec. 14, 1869. John H. McAlvin, Clerk.

No. 1579

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Milo T. Wallett of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Wallett and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 1579 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Wallett his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Wallett — heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Wallett for the purposes above expressed; and that they will warrant and defend the same unto the said Wallett heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighteenth day of May in the year of our Lord one thousand eight hundred and Sixty-nine.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of Joseph Corner

Recorded June 2. 1869. John H. McAlvin, Clerk.

No. 159

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Luther Wolf-Campbell of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 26 and numbered No. 159. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing ~ 300 ~ superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Wolf-Campbell heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Wolf-Campbell for the purposes above expressed; and that they will warrant and defend the same unto the said Wolf-Campbell heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Third day of July in the year of our Lord one thousand eight hundred and Sixty-nine.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Wm A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of

Recorded Aug. 3, 1869. John H. McAlvin Clerk.

No. 160

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Forty dollars paid to them by Saml J. Freeman of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Freeman and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 26 and numbered Lot No. 160 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing — 500 — superficial square feet.

To have and to hold the afore-granted premises unto the said Freeman his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Freeman heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Freeman for the purposes above expressed; and that they will warrant and defend the same unto the said Freeman heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eleventh day of October in the year of our Lord one thousand eight hundred and Sixty nine.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

59 Ker Hamp

Executed and delivered in presence of B. Marvel.

Recorded Oct. 11, 1869. John H. McAlvin Clerk.

No. 1575

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of ~~twenty~~ Thirty five dollars paid to them by Benj. M. Dickey of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Dickey and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and numbered No. 1575. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Dickey his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Dickey his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Dickey for the purposes above expressed; and that they will warrant and defend the same unto the said Dickey his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixth day of July in the year of our Lord one thousand eight hundred and Sixty-nine.

William A. Burke President.

John H. McAlvin Clerk.

Ord. Rev. Stamp.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of Saml A. McPhetres,

Recorded July 6. 1869. John H. McAlvin, Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-five dollars paid to them by Wm Bass of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Bass and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Howard Avenue and ~~numbered~~ adj. space of D. D. Crombie on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing – 300 – superficial square feet.

To have and to hold the afore-granted premises unto the said Bass his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Bass his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Bass for the purposes above expressed; and that they will warrant and defend the same unto the said Bass his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 22d day of July in the year of our Lord one thousand eight hundred and Sixty-nine.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Wm A. Burke, President.

John H. McAlvin Clerk.

Tod & Rev. Stamp.

Executed and delivered in presence of Geo. E. Greenleaf.

Recorded July 22, 1869. J. H. McAlvin, Clerk.

No. 1129

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Fifty dollars paid to them by James M. Horne of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Horne and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 1129 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Horne his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Horne his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Horne for the purposes above expressed; and that they will warrant and defend the same unto the said Horne his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Tenth day of January in the year of our Lord one thousand eight hundred and Seventy,

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Geo. Gardner

Recorded Jan. 10, 1870. John H. McAlvin, Clerk.

Space

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Fifty dollars paid to them by Abbott A. Sawtelle of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Sawtelle and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Howard Avenue and ~~numbered~~ adj' Lot of Wm Bass on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Sawtelle his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Sawtelle for the purposes above expressed; and that they will warrant and defend the same unto the said Sawtelle his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighth day of January in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

Geo. Rev. Hamp.

Executed and delivered in presence of Geo Gardner

Recorded Jan. 8. 1870. John H. McAlvin. Clerk.

No. 1580 & Space adj.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Fifty-two 50/100 dollars paid to them by A. J. Caleb & W. P. Merrill Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Merrill & Caleb and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 1580 & Space adj. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantees their heirs and assigns at all seasonable times. The said lot of land containing — 450 — superficial square feet.

To have and to hold the afore-granted premises unto the said Merrill & Caleb heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Merrill & Caleb heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Merrill & Caleb for the purposes above expressed; and that they will warrant and defend the same unto the said Merrill & Caleb heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Third day of August in the year of our Lord one thousand eight hundred and Sixty-nine.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

Wm A. Burke President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of

Recorded Aug. 3, 1869. John H. McAlvin, Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Fifty dollars paid to them by Charles L. Divinell of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Divinell and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called ~~Lawrence~~ Avenue (Oberlin) and ~~numbered~~ adj. Lot of D. West #940 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing ~ 300 ~ superficial square feet.

To have and to hold the afore-granted premises unto the said Divinell his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Divinell his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Divinell for the purposes above expressed; and that they will warrant and defend the same unto the said Divinell his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Tenth day of January in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Geo. Gardner.

Recorded Jan. 10, 1870. John H. McAlvin, Clerk.

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Ten dollars paid to them by Mrs. C. A. Sawyer of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Sawyer and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and ~~numbered~~ Rear of Lot of C. Snell on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Sawyer her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Sawyer her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Sawyer for the purposes above expressed; and that they will warrant and defend the same unto the said Sawyer her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourteenth day of October in the year of our Lord one thousand eight hundred and Sixty-nine.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke President.

John H. McAlvin, Clerk.

Geo. Rev. Stanyan

Executed and delivered in presence of B. Marvel,

Recorded Oct. 14. 1869. John H. McAlvin, Clerk.

No. 1641

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Thirty dollars paid to them by Francis W. & Fred. W. Robinson of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 52 and numbered #1641 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Robinson heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Robinson heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Robinson for the purposes above expressed; and that they will warrant and defend the same unto the said Robinson heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 25th day of September in the year of our Lord one thousand eight hundred and sixty-nine.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

5 ct. Rev. Stamp

Executed and delivered in presence of

Recorded Nov. 6. 1869. John H. McAlvin Clerk.

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventy-five dollars paid to them by Mrs. A. P. Moody of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Moody and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and ~~numbered~~ adj. A. G. Stiles Lot on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing — 150 — superficial square feet.

To have and to hold the afore-granted premises unto the said Moody her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Moody her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Moody for the purposes above expressed; and that they will warrant and defend the same unto the said Moody her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 8th day of Oct., in the year of our Lord one thousand eight hundred and Sixty-nine.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Wm. A. Burke, President.

John H. McAlvin, Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of E. Boyden.

Recorded Oct. 8, 1869. J. H. McAlvin, Clerk.

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Twenty-four dollars paid to them by Paris K. Taylor of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Taylor and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called ~~_____~~ and ~~numbered~~ adj. Lot 2010 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 2010 superficial square feet.

To have and to hold the afore-granted premises unto the said Taylor his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Taylor his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Taylor for the purposes above expressed; and that they will warrant and defend the same unto the said Taylor his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighth day of September in the year of our Lord one thousand eight hundred and Sixty-nine.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke, President.

John H. McAlvin, Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of Geo. Gardner

Recorded Sept. 8, 1869. John H. McAlvin, Clerk.

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Fifty dollars paid to them by William A. Wright of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Wright and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and ~~numbered~~ adj. R. J. Pilcher's Lot on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Wright his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Wright his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Wright for the purposes above expressed; and that they will warrant and defend the same unto the said Wright his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty first day of December in the year of our Lord one thousand eight hundred and Sixty-nine.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Saml A. McPhetres

Recorded Dec. 21, 1869. John H. McAlvin, Clerk.

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Thirty-four 80/100 dollars paid to them by Mrs Saml Burbank of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Burbank and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Tuckerman Avenue and ~~numbered~~ adj' Lot - 318 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing — 290 — superficial square feet.

To have and to hold the afore-granted premises unto the said Burbank her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Burbank her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Burbank for the purposes above expressed; and that they will warrant and defend the same unto the said Burbank her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Third day of October in the year of our Lord one thousand eight hundred and Sixty-nine.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct Rev Stamp.

Executed and delivered in presence of B. Marvel

Recorded Oct. 3, 1869. John H. McAlvin Clerk

No. 906.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Ten dollars paid to them by Charles E. Brown of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Brown and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 36 and numbered No. 906 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Brown his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Brown his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Brown for the purposes above expressed; and that they will warrant and defend the same unto the said Brown his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eleventh day of January in the year of our Lord one thousand eight hundred and Seventy.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke, President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Bradford Marcel.

Recorded Jan. 11. 1870. John H. McAlvin. Clerk.

Space

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Seventy-five dollars paid to them by Asa C. Russele of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Russele and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50, adjoining ~~and numbered~~ B. M. Dickey's Lot on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 150 superficial square feet.

To have and to hold the afore-granted premises unto the said Russele his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Russele his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Russele for the purposes above expressed; and that they will warrant and defend the same unto the said Russele his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 21st day of September in the year of our Lord one thousand eight hundred and sixty-nine.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 A. Rev. Stamps.

Executed and delivered in presence of

Recorded Oct 29, 1869. John H. McAlvin Clerk

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Sixty dollars paid to them by David S. Colby of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Colby and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called ~~Mosha Warren~~ Wash. Av. and ~~numbered~~ adj. Lot 1580 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Colby his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Colby his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Colby for the purposes above expressed: and that they will warrant and defend the same unto the said Colby his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Thirtieth day of September in the year of our Lord one thousand eight hundred and Sixty-nine.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of S. A. McPhetres

Recorded Sept. 30. 1869. John H. McAlvin, Clerk.

No. 577

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Eighty dollars paid to them by Joseph C. Healey of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Healey and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered No. 577 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Healey his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Healey his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Healey for the purposes above expressed; and that they will warrant and defend the same unto the said Healey his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighth day of December in the year of our Lord one thousand eight hundred and Sixty-nine.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

Tod. Rev. Stamp.

Executed and delivered in presence of Geo. Gardner,

Recorded Dec. 8. 1869. John H. McAlvin, Clerk.

Nos 1475 and 1476

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Three Hundred dollars paid to them by Phineas Whiting & Sarah C. Whiting the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Whiting's and their heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 42 and numbered 1475 & 1476 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee their heirs and assigns at all seasonable times. The said lot of land containing ~660~ superficial square feet.

To have and to hold the afore-granted premises unto the said Whitings' their heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

Lot 33 x 20

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Whitings their heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Whiting's for the purposes above expressed; and that they will warrant and defend the same unto the said Whiting's their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-seventh day of November in the year of our Lord one thousand eight hundred and Sixty-nine.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Geo. Gardner.

Recorded Nov. 27. 1869. John H. McAlvin, Clerk.

No 310.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Ten dollars paid to them by Thomas Paul of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Paul and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 70. and numbered No 310. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Paul his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Paul his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Paul for the purposes above expressed; and that they will warrant and defend the same unto the said Paul his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eighth day of February in the year of our Lord one thousand eight hundred and Seventy

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Geo Gardner.

Recorded Feby 8, 1870.

John H. McAlvin, Clerk.

This deed was issued upon the surrender of a certificate held by Harlan Pillsbury. No money received.

No. 1589

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Fifty dollars paid to them by Eleanor M. Thomas of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Thomas and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50. and numbered No. 1589 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Thomas her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Thomas her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Thomas for the purposes above expressed; and that they will warrant and defend the same unto the said Thomas her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifteenth day of February in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 d. - Rec. Stamp.

Executed and delivered in presence of Geo. Gardner.

Recorded Feby 15. 1870. John H. McAlvin, Clerk.

No. 1588

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Fifty dollars paid to them by George Ashworth of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Ashworth and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50. and numbered No. 1588. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Ashworth his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Ashworth his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Ashworth for the purposes above expressed; and that they will warrant and defend the same unto the said Ashworth his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Seventeenth day of Feby in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Geo. Gardner,

Recorded Feby 17. 1870. John H. McAlvin, Clerk.

No. 1587

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Fifty dollars paid to them by Jager Ashworth of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Ashworth and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 56 and numbered No. 1587. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Ashworth his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Ashworth his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Ashworth for the purposes above expressed; and that they will warrant and defend the same unto the said Ashworth heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-first day of February in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 c. Rev. Stamp

Executed and delivered in presence of Geo. Gardner

Recorded Feby 21, 1870. John H. McAlvin Clerk

No. 1586

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred & Fifty dollars paid to them by Albin J. Dudley of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Dudley and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50, and numbered No 1586 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing ~ 3000 ~ superficial square feet.

To have and to hold the afore-granted premises unto the said Dudley his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Dudley his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Dudley for the purposes above expressed; and that they will warrant and defend the same unto the said Dudley his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-first day of February in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Geo. Gardner

Recorded Feby 21, 1870. John H. McAlvin, Clerk.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of dollars paid to them by of the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called and numbered on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said for the purposes above expressed; and that they will warrant and defend the same unto the said heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the day of in the year of our Lord one thousand eight hundred and

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

President.

Clerk.

Executed and delivered in presence of

No. 1634

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Ten dollars paid to them by William Lane of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Lane and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 53 and numbered No. 1634 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Lane his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Lane heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Lane for the purposes above expressed; and that they will warrant and defend the same unto the said Lane heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Ninth day of April in the year of our Lord one thousand eight hundred and Seventy.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke President.

John H. McAlvin, Clerk.

Geo. Gardner,

Executed and delivered in presence of Geo. Gardner,

Recorded April 9. 1870. John H. McAlvin Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Eighty-five dollars paid to them by Emily K. Merritt of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Merritt and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and ~~numbered~~ rear of Lot 1580 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing ~ 150 ~ superficial square feet.

To have and to hold the afore-granted premises unto the said Merritt her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Merritt her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Merritt for the purposes above expressed; and that they will warrant and defend the same unto the said Merritt her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourteenth day of April in the year of our Lord one thousand eight hundred and Seventy.

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Geo. Gardner.

Recorded June 15, 1870. John H. McAlvin, Clerk.

3 Lots

No. 926.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Five Hundred dollars paid to them by Jas. C. & F. Ayer of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said J C & F and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered 926 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing 1020 superficial square feet.

To have and to hold the afore-granted premises unto the said J. C. & F. Ayer, heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said J. C. & F. Ayer heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said J. C. & F. Ayer for the purposes above expressed; and that they will warrant and defend the same unto the said J. C. & F. Ayer, heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Ninth day of November in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev Stamp.

Executed and delivered in presence of Franklin Davis

Recorded Nov. 9. 1870. John H. McAlvin Clerk

No. 576

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Fifty dollars paid to them by John Willoughby of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Willoughby and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered 576 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Willoughby heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Willoughby heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Willoughby for the purposes above expressed; and that they will warrant and defend the same unto the said Willoughby heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 16th day of November in the year of our Lord one thousand eight hundred and Seventy.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct Rev. Stamp.

Executed and delivered in presence of Franklin Davis

Recorded Nov. 16, 1870. John H. McAlvin, Clerk.

No. 572

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Seventy dollars paid to them by Willard W. Chipman of Boston the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Chipman and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered No. 572 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Chipman his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Chipman his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Chipman for the purposes above expressed; and that they will warrant and defend the same unto the said Chipman his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifth day of May in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 c. Rev. Stamp

Executed and delivered in presence of Samuel A. McPhelan,

Recorded May 5. 1870. John H. McAlvin, Clerk.

No. 578

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Eighty dollars paid to them by Lewis L. Perrin of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Perrin and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered No. 578 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Perrin his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Perrin his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Perrin for the purposes above expressed; and that they will warrant and defend the same unto the said Perrin his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixth day of May in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of Geo. Gardner.

Recorded May 6, 1870. J. H. McAlvin, Clerk.

No. 1477

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Fifty dollars paid to them by Charles F. King of the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said King and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 42. and numbered No. 1477 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing ~300~ superficial square feet.

To have and to hold the afore-granted premises unto the said King heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said King his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said King for the purposes above expressed; and that they will warrant and defend the same unto the said King his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Tenth day of May in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin, Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Wm P. Eno.

Recorded May 10. 1870. John H. McAlvin Clerk.

No. 929

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Fifty dollars paid to them by E. W. Lovejoy of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Lovejoy and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue and numbered No. 929 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Lovejoy his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Lovejoy for the purposes above expressed; and that they will warrant and defend the same unto the said Lovejoy his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 16th day of Feby in the year of our Lord one thousand eight hundred and Seventy-one.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke President.

John H. McAlvin Clerk.

Sa & Rec Stamp.

Executed and delivered in presence of Geo. Gardner

Recorded Feby 16, 1871. John H. McAlvin, Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Fifty dollars paid to them by T. L. P. Lamson of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Lamson and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and ~~numbered~~ adj. Lots 157 & 80 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing ~ 300 ~ superficial square feet.

To have and to hold the afore-granted premises unto the said Lamson his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Lamson his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Lamson for the purposes above expressed; and that they will warrant and defend the same unto the said Lamson heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 16th day of May in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke President.

John H. McAlvin Clerk.

50 d. Rec. Stamp.

Executed and delivered in presence of Samuel A. McPhetres

Recorded May 16. 1870. John H. McAlvin Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Sixteen 32/100 dollars paid to them by Ansel P. Lesure of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Lesure and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 32 and ~~numbered~~ adj. Lot 972. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 136 superficial square feet.

To have and to hold the afore-granted premises unto the said Lesure his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Lesure his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Lesure for the purposes above expressed; and that they will warrant and defend the same unto the said Lesure his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 17th day of May in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Samuel A. McPhetres.

Recorded May 17, 1870. John H. McAlvin, Clerk.

Space.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Twelve 96/100 dollars paid to them by Selina F. Packard of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Packard and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 28 and ~~numbered~~ Rear of P. M. Harris Lot on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing ~ 108 superficial square feet.

To have and to hold the afore-granted premises unto the said Packard her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Packard her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances, that the said Corporation have a right to sell and convey the said premises to the said Packard for the purposes above expressed; and that they will warrant and defend the same unto the said Packard her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 26th day of May in the year of our Lord one thousand eight hundred and Seventy.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Geo. Gardner

Recorded May 26. 1870. John H. McAlvin Clerk.

No. 1584

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Fifty dollars paid to them by Mary J. Caswell of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Caswell and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and numbered 1584 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Caswell her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Caswell heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Caswell for the purposes above expressed; and that they will warrant and defend the same unto the said Caswell heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 6th day of June in the year of our Lord one thousand eight hundred and Seventy.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamps.

Executed and delivered in presence of Samuel A. McPhetres

Recorded June 17, 1870. John H. McAlvin Clerk

35
135.

No. 575

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Seventy dollars paid to them by Joseph A. Patten of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Patten and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered No. 575 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing ~ 300, ~ superficial square feet.

To have and to hold the afore-granted premises unto the said Patten heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Patten heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Patten for the purposes above expressed; and that they will warrant and defend the same unto the said Patten heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 7th day of Sept. in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 DEAD SHALL BE RAISED

Wm A. Burke President.

John H. McAlvin Clerk.

50 ct Rev Stamps.

Executed and delivered in presence of Jamie A. McPhetres.

Recorded Sept. 7. 1870. John H. McAlvin Clerk.

No. 573

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Seventy dollars paid to them by Zahumna Washburn of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Washburn and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered No. 573 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 3000 superficial square feet.

To have and to hold the afore-granted premises unto the said Washburn his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Washburn his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Washburn for the purposes above expressed; and that they will warrant and defend the same unto the said Washburn his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Second day of July in the year of our Lord one thousand eight hundred and Seventy.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Samuel A. McPhetres.

Recorded July 2, 1870. John H. McAlvin, Clerk.

No. 579

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Seventy dollars paid to them by Joseph V. Thompson and George Lowell Rowe of the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Thompson and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered No. 579 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Thompson & Rowe heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Thompson & Rowe his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Thompson & Rowe for the purposes above expressed; and that they will warrant and defend the same unto the said Thompson & Rowe his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourteenth day of July in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of George Gardner.

Recorded July 14, 1870. John H. McAlvin Clerk.

No. 1583

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Fifty dollars paid to them by Ella L. Hurlbutt of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Hurlbutt and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and numbered #1583 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Hurlbutt her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Hurlbutt her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Hurlbutt for the purposes above expressed; and that they will warrant and defend the same unto the said Hurlbutt her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 13th day of Feby in the year of our Lord one thousand eight hundred and Seventy-one.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of Geo. Gardner

Recorded Feby 13. 1871. John H. McAlvin, Clerk.

Space adj' 1583.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Seventy dollars paid to them by Ira L. Moore of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Moore and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 50 and ~~numbered~~ adj'. 1583 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Moore heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Moore heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Moore for the purposes above expressed; and that they will warrant and defend the same unto the said Moore heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 29th day of Aug. in the year of our Lord one thousand eight hundred and Seventy

THE LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke President.

John H. McAlvin Clerk.

50 c Rev Stamp.

Executed and delivered in presence of S. A. W. Phelps

Recorded Aug 29, 1870. J. H. McAlvin, Clerk.

No. 2 13 Space

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Seventy dollars paid to them by James M. Whitcomb of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Whitcomb and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered # 2 13 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Whitcomb his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Whitcomb for the purposes above expressed; and that they will warrant and defend the same unto the said Whitcomb his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 13th day of Feby in the year of our Lord one thousand eight hundred and Seventy-one.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of G. A. McPhetres

Recorded Feby 13, 1871. John H. McAlvin Clerk.

No. 1585.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Sixty dollars paid to them by Mrs Pullen of Boston the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Pullen and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path 50 and numbered 1585 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Pullen heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Pullen heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Pullen for the purposes above expressed; and that they will warrant and defend the same unto the said Pullen heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 5th day of Oct., in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Wm A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Franklin Davis

Recorded Oct 5. 1870. John H. McAlvin Clerk

No. 1 B

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Seventy dollars paid to them by William Brown of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Brown and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 1 B on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Brown his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Brown his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Brown for the purposes above expressed; and that they will warrant and defend the same unto the said Brown his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Sixth day of October in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 cts. Rev. Stamp.

Executed and delivered in presence of Samuel A. McPhetres.

Recorded Oct. 6. 1870. John H. McAlvin Clerk.

J. Barcroft

150 ft – at 12c $18.
to lot – 55.

Dec 1871. Book for Deed.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of dollars paid to them by of the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called and numbered on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee heirs and assigns at all seasonable times. The said lot of land containing superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said for the purposes above expressed; and that they will warrant and defend the same unto the said heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the day of in the year of our Lord one thousand eight hundred and

President.

Clerk.

Executed and delivered in presence of

Space adj. Lot No. 1127

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Sixty dollars paid to them by Mrs. P. H. Emerson of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Emerson and her heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and ~~Numbered~~ adj. Lot 1127 on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Emerson her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Emerson her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Emerson for the purposes above expressed; and that they will warrant and defend the same unto the said Emerson her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Twenty-ninth day of October in the year of our Lord one thousand eight hundred and Seventy.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 ct. Rev. Stamp.

Executed and delivered in presence of Samuel A. McPhelbs

Recorded Oct. 29. 1870. John H. McAlvin, Clerk.

No. 3 B

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Seventy dollars paid to them by Thomas A. Beard of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Beard and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Washington Avenue and numbered No. 3 B on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Beard his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Beard his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Beard for the purposes above expressed; and that they will warrant and defend the same unto the said Beard his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fourth day of November in the year of our Lord one thousand eight hundred and Seventy.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 c. Rev. Stamp.

Executed and delivered in presence of Samuel A. McPhetres

Recorded Nov. 4. 1870. John H. McAlvin Clerk.

Space adj Lot of G. W. Pearson. 1382.

No.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Seventy five dollars paid to them by Geo. W. Pearson of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Pearson and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Oberlin Avenue, at the ~~and numbered~~ corner of Howard Av. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Pearson his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Pearson his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Pearson for the purposes above expressed; and that they will warrant and defend the same unto the said Pearson his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 13th day of Feby in the year of our Lord one thousand eight hundred and Seventy-one.

William A. Burke President.

John H. McAlvin, Clerk.

50 ct. Rev. Stamp.

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of L. A. McPhetres.

Recorded Feby 13. 1871. John H. McAlvin Clerk.

Space adj. **No. 1381.**

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Seventy five dollars paid to them by Peder Anderson of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Anderson and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Path No. 58. and ~~numbered~~ adj. 1381. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Anderson his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Anderson his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Anderson for the purposes above expressed; and that they will warrant and defend the same unto the said Anderson his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 21st day of Feby in the year of our Lord one thousand eight hundred and Seventy-one.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke, President.

John H. McAlvin Clerk.

50 do. Rev. Stamp.

Executed and delivered in presence of Samuel A. McPhetres.

Recorded Feby 21, 1871. John H. McAlvin, Clerk L. C.

No. 574

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of Exchange — ~~dollars paid to them~~ by Mary E. Way, Widow of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Way and her heirs and assigns, one ~~lot~~ of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Franklin Avenue and numbered No. 574. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee her heirs and assigns at all seasonable times. The said lot of land containing — 300 — superficial square feet.

To have and to hold the afore-granted premises unto the said Way her heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Way her heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Way her for the purposes above expressed; and that they will warrant and defend the same unto the said Way her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Fifth day of January in the year of our Lord one thousand eight hundred and Seventy-one.

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

50 d. Rev. Stamp.

Executed and delivered in presence of Saml A. McPhebes.

Recorded Jan. 5. 1871. John H. McAlvin, Clerk.

No. 8. A.

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Seventy-five dollars paid to them by Wm F. Brigham of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Brigham and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Lincoln Avenue and numbered No. 8. A. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said Brigham his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right; to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Brigham his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Brigham for the purposes above expressed; and that they will warrant and defend the same unto the said Brigham his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Tenth day of January in the year of our Lord one thousand eight hundred and Seventy-one.

LOWELL CEMETERY 1841 THE DEAD SHALL BE RAISED

William A. Burke President.

John H. McAlvin, Clerk.

Ed. Rev. Hamp.

Executed and delivered in presence of Bradford Marvel.

Recorded Jan. 10. 1871. John H. McAlvin, Clerk.

No. A. 13

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Eighty dollars paid to them by Samuel T. Brown of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Brown his and heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Lincoln Avenue and numbered A. 13. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing 300 superficial square feet.

To have and to hold the afore-granted premises unto the said heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Brown his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Brown for the purposes above expressed; and that they will warrant and defend the same unto the said Brown his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the 18th day of January in the year of our Lord one thousand eight hundred and Seventy-one

LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

William A. Burke President.

John H. McAlvin Clerk.

Jos. C. Rev. Stimb.

Executed and delivered in presence of Geo. Gardner

Recorded January 18, 1871. John H. McAlvin, Clerk.

No. A. 14

Know all Men by these Presents, That the Proprietors of the LOWELL CEMETERY, in consideration of One Hundred Eighty dollars paid to them by James Duckworth of Lowell the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey, to the said Duckworth and his heirs and assigns, one lot of land in the Lowell Cemetery, in the County of Middlesex, situated on the way called Lincoln Avenue and numbered A. 14. on the plan of said Cemetery, drawn by Butterfield & Clark, which plan is in the possession of said Corporation, for inspection by the said grantee his heirs and assigns at all seasonable times. The said lot of land containing ~ 300 ~ superficial square feet.

To have and to hold the afore-granted premises unto the said Duckworth his heirs and assigns forever; subject, however, to the conditions and limitations, and with the privileges following, to wit:—

First — That the proprietor of said lot shall have the right to enclose the same with a wall or fence, not exceeding one foot in thickness, which may be placed on the adjoining land of the Corporation, exterior to the said lot.

Second — The said lot of land shall not be used for any other purpose than as a place of burial for the dead; and no trees within the lot or border shall be cut down or destroyed without the consent of the Trustees of the Corporation.

Third — That the proprietor of said lot shall have the right to erect Stones, Monuments or Sepulchral structures, and to cultivate trees, shrubs and plants, in the same.

Fourth — That the proprietor of said lot of land shall keep in repair at his or her own expense, the landmarks of the same, which shall be erected by the Corporation.

Fifth — That if the landmarks and boundaries of the said lots shall be effaced, so that the said lot cannot with reasonable diligence be found and identified, or if any conflicting claims shall arise between claimants, under deeds made according to any plan adopted by the Proprietors, the Trustees for the time being may equitably settle the same, or the said Trustees shall set off to the said grantee heirs and assigns a lot in lieu thereof, in such part of the Cemetery as they shall see fit, and the lot hereby granted shall in such case revert to the Corporation.

Sixth — That if any trees or shrubs situated in said lot of land, shall by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or dangerous or inconvenient to passengers, it shall be the duty of said Trustees for the time being, and they shall have the right, to enter into the said lot and remove the said trees or shrubs, or such parts thereof as are thus detrimental, dangerous or inconvenient.

Seventh — That if any Monument or any structure whatsoever, or any inscription be placed in, or upon the said lot, which shall be determined by the major part of the Trustees for the time being to be offensive or improper, the said Trustees, or the major part of them, shall have the right, and it shall be their duty, to enter upon said land and remove the same.

Eighth — That no assessment of any description shall ever be laid by said Corporation upon said lot.

Ninth — That the Trustees may deed to the City of Lowell such portion of the Cemetery not exceeding five acres, as they may deem advisable, upon the payment of such sum of money as may be agreed upon by them and the city authorities, to be appropriated with all other receipts, to the general improvement and care of the Cemetery.

Tenth — The said lot of land shall be holden subject to the provisions contained in an act of the General Court, dated January 23, 1841, and entitled "An Act to incorporate the Proprietors of the Lowell Cemetery."

And the said Proprietors of the Lowell Cemetery do hereby covenant to and with the said Duckworth his heirs and assigns that they are lawfully seized of the afore-granted premises, and of the ways leading to the same from the highway in fee simple; that they are free from all incumbrances; that the said Corporation have a right to sell and convey the said premises to the said Duckworth for the purposes above expressed; and that they will warrant and defend the same unto the said Duckworth his heirs and assigns forever.

IN TESTIMONY WHEREOF, the said Proprietors of the Lowell Cemetery have caused this instrument to be signed by their President and Clerk, and their Common Seal to be hereto affixed, the Eleventh day of February in the year of our Lord one thousand eight hundred and Seventy-one.

William A. Burke President.
John H. McAlvin, Clerk.
To a. Rev. Hamp,

THE LOWELL CEMETERY 1841 "THE DEAD SHALL BE RAISED"

Executed and delivered in presence of Geo. Gardner.

Recorded Feby 11, 1871. John H. McAlvin
Clerk. L.C.

	Jewett	1
	Conant	2
Taken	Favor	3
Taken	Richards	4
Taken	Wose	5
Taken	Wose	6
Taken	Davis	
Taken	Sweatt	7.8.9
	Runels	
	Clough	
Taken	Gerrish	10
Taken	J. S. Broom	11
	O. Ellis	12
	A. L. Waite	13
	Caverly	14